
Durante Park #2

M E M O R A N D U M

DATE: 01-30-96

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK
PROPOSAL FOR PROFESSIONAL SERVICES

Attached is a proposal from Maddox for Phase III - Professional Services, Durante Park, for execution in the amount of $39,770.

Maddox and Associates	$ 9,870
Landry & Esber, Engineers	$18,700
David Johnston, Landscape Architect	$ 8,200
Reimbursables	$ 3,000
	$39,770

I previously recommended approval to a proposal of $48,600 which included a master plan and construction cost estimates. We then approved the master plan and construction cost estimates in an amount of $8,530 (see attached). The difference is $40,070 and the current proposal is under that amount.

I recommend approval and execution of the proposal.

/cmg

TO Lew

TIME 9:25 DATE 2/20

WHILE YOU WERE OUT

M Mr. Durante

OF

PHONE ( )

- ☐ URGENT!
- ☐ Returned your call
- ☐ Please call
- ☐ Will call again
- ☑ Telephoned
- ☐ Called to see you
- ☐ Wants to see you
- ☐ You'll know

MESSAGE Thank you for all your efforts re the sign. He saw it this weekend. it is beautiful.

OPERATOR:

23-024—400 SETS 23-027—200 SETS

RECEIVED
JAN 2 2 1996
PUBLIC WORKS DEPT.

Professional Services Supplement

AIA Document G604 - *Electronic Format*

In accordance with the **AGREEMENT** dated: August 6, 1992

BETWEEN:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

and:

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

for the Project: 93012.03
(Insert Project name and address as it appears in the Agreement.)
Public Safety Complex
Longboat Key, FL

[X] authorization is (requested) (given)
(strike one)

[X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[X] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS: Provide construction documents, permitting and construction contract administration of design indicated in the master concept plan for Joan M. Durante Community Park - Phase 3 dated 12/15/95 according to the attached scope of work.

The following adjustments shall be made to compensation and time.
Compensation:
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)
Maddox & Associates - Nine Thousand Eight Hundred Seventy Dollars ($9,870.00).
Landry & Esber - Eighteen Thousand Seven Hundred Dollars ($18,700).
David W Johnston Associates - Eight Thousand Two Hundred Dollars ($8,200.00).
Reimbursable Expenses - Three Thousand Dollars ($3,000.00).

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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Time:
(Insert provisions covering time of commencement and completion of authorized services as applicable.)
Work shall commence upon approval of this Professional Services Authorization. Construction shall be completed by July 1, 1996.

Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

William E. Maddox
(Signature)

William E. Maddox, AIA
President
(Printed name and title)
1/22/96
(Date)

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

_____
(Signature)

Griff Roberts
Town Manager
(Printed name and title)

_____
(Date)

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JOAN M. DURANTE COMMUNITY PARK
PHASE III

General

The scope of work outlined in the following pages is based on the Site Development Plan prepared and submitted by Landry & Esber Engineers - Surveyors dated 6/11/94 and approved by the Town of Longboat Key Commission as well as the Phase III Master Plan prepared by David W. Johnston Associates dated 12/15/95 and approved by the Town of Longboat Key Commission.

ARCHITECTURE
BY
MADDOX & ASSOCIATES ARCHITECTS, P.A.

Construction Plans

Services:

1. Architect shall coordinate the development of all construction plans and specifications prepared by the Architect and his Consultants.
2. Shade House drawings previously prepared during Phase II shall be revised for rebidding.
3. Kiosk drawings shall be prepared for bidding.
4. Specifications for all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

The Architect shall attend meetings, as necessary, with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters.

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the Owner, Consultants and Contractor.

Meetings Included:

The Architect shall provide site visits, as necessary, at intervals appropriate to the stage of construction or as otherwise agreed by the Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

CIVIL ENGINEERING
BY
LANDRY & ESBER

Southwest Florida Water Management District Stormwater Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the Management and Storage of Storm Water (MSSW) permit process with the Southwest Florida Water Management District (SWFWMD). Based upon the site plan supplied by OWNER, PROFESSIONAL shall prepare the SWFWMD permit plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), existing drainage plan, proposed conditions plan, special purpose survey (supplied by OWNER), and drainage report. PROFESSIONAL shall prepare these documents, including previous staff comments (June 28, 1995) and submit them to SWFWMD for processing stormwater permit.

Meetings Included:

1. Meetings with OWNER, as required, to discuss the project's drainage concepts.
2. Pre-application meetings with SWFWMD to discuss the project with staff.
3. Meeting with OWNER to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD. (Estimated cost of permit fee $1,600.00)

SWFWMD Dredge and Fill Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the permit process with the Southwest Florida Water Management District (SWFWMD) involving the dredging and/or filling of wetland areas. PROFESSIONAL shall prepare a permit, a cover sheet, vicinity plan, overall site plan, aerial photograph (from the appropriate County agency), and a detailed plan and section of each impacted area. The permit is more specifically for the construction of one dock, one boat ramp and boardwalk within wetland jurisdictional area.

Meetings Included:

1. Meeting with OWNER to discuss the project's jurisdictional concepts.
2. Pre-application meeting with SWFWMD to discuss the project with staff.
3. Meeting with OWNER to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD. (Estimated cost of permit fee $300.00)

Construction Plans

Services Provided:

PROFESSIONAL shall assist OWNER in the construction plan permitting process with the Town of Longboat Key (TLBK) in accordance with the requirements of the Longboat Key Planning, Zoning and Department and the Department of Public Works. PROFESSIONAL shall prepare the construction plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), detailed site plan, utility system profiles, and detail sheets. PROFESSIONAL shall prepare these documents, submit them, and respond to the SWFWMD staff and TLBK staff comments to process

the construction permit.

Meetings Included:

1. Meetings, as necessary, with OWNER to discuss the project's construction plan concepts.
2. Pre-design meeting with the Longboat Key Director of Public Works to discuss the project's construction plan concepts.

Deliverables:

1. One copy of the approved construction plans to OWNER.
2. Four copies of the construction plans to TLBK.
3. Four copies of any revised drawings to TLBK as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Construction Services

Services:

During construction based upon PROFESSIONAL'S recommendations, plans, or specifications, PROFESSIONAL shall provide a representative who shall be available to answer questions regarding the interpretation of the construction plans. PROFESSIONAL shall also review the shop drawings submitted by the contractor(s) involved, solely for their conformance with PROFESSIONAL'S design intent and conformance with information given in the construction documents. PROFESSIONAL shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions, and programs incidental thereto, all of which are the contractor's responsibility.

Meetings:

1. Pre-bid meeting with all bid list contractors to answer any questions concerning the plans and prepare addendums as required.
2. Meetings, as required, with the selected site contractor to review the progress.
3 Meeting with OWNER to provide a final walk through inspection to prepare a

punch list.

4. Final inspection to verify that punch list items have been completed.

Deliverables:

1. One copy of all shop drawings after PROFESSIONAL'S review.
2. Two copies of all pay requests submitted by CONTRACTOR after PROFESSIONAL'S review.

Certifications

Services Provided:

Upon completion of construction, PROFESSIONAL shall submit the appropriate certifications required by the permitting agencies involved with this project. These certifications shall be submitted to the Southwest Florida Water Management District and the Town of Longboat Key.

Meetings Included:

There are no meetings included in this task.

Deliverables:

1. One copy of the certifications to OWNER.
2. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Mean High Water Line Survey

Services Provided:

PROFESSIONAL shall prepare a survey of the Mean High Water Line as defined in Chapter 177, Part II, Florida Statutes, in accordance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This procedure will require PROFESSIONAL to run a meander line along Sarasota Bay and through dense vegetation to locate the Mean High Water Line elevation and tie in the

location points to the boundary line.

Elevation will be controlled by a bench loop from the Coastal Construction Control Line monuments on Gulf of Mexico Drive.

In addition, PROFESSIONAL shall research historical records in an effort to verify that the channel shown on the Bailey-Dobson Subdivision Plat is not a natural water boundary, therefore affecting the Mean High Water Line location in this area.

In addition, Professional shall provide hydrographic soundings required for the permitting and plans proposed for other tasks within this Scope of Services.

Meetings Included:

Two telephone conversations with State of Florida Department of Natural Resources.

Deliverables:

One reproducible copy and three blue line copies of the certified boundary survey.

LANDSCAPE ARCHITECTURE
BY
DAVID W. JOHNSTON ASSOCIATES

Construction Plans

Services:

1. Planting plans shall name, size and quantify all plantings proposed for the various aspects of the projects, including the first phase Botanical Garden as described above.

2. Irrigation plans shall detail the type, model, and location of all irrigation equipment; size pipes and provide such information as needed to install an automatic irrigation system.

3. Construction details for all walks, decks, entry features, decorating, and such elements of the design solution proposed shall be provided as needed for construction.

4. Lighting plans (if any) shall show the location and type of light fixture to be used for decorative landscape lighting. Wiring and routing of electrical circuits are not a part of this work scope and shall be provided by others.

5. Specifications: For all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

The Landscape Architect shall attend meetings, as necessary, with representatives of the Town of Longboat Key to review drawings or to address project matters.

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing

same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the project director, landscape contractor and others responsible for work in the field.

Meetings Included:

The Landscape Architect shall provide site visits, as necessary, at intervals appropriate to the stage of construction or as otherwise agreed by the Landscape Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Landscape Architect shall keep the Construction Manager or Owner's Representative informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

ADDITIONAL SERVICES RATE SHEET

MADDOX & ASSOCIATES ARCHITECTS, P.A.

Principal Architect	$90.00/hr
Project Architect	$80.00/hr
Staff Architect	$60.00/hr
Sr. Designer/Drafter	$50.00/hr
Designer	$42.00/hr
Specification Writer	$50.00/hr
Estimator	$75.00/hr
Drafter	$45.00/hr
Site Representative	$45.00/hr
Clerical	$30.00/hr

LANDRY & ESBER

Principal	$110.00/hr
Project Engineer	$70.00/hr
Project Surveyor	$70.00/hr
Senior Designer	$60.00/hr
Technician	$30.00/hr
Field Crew	$75.00/hr
Resident Project Representative	$50.00/hr

DAVID W. JOHNSTON ASSOCIATES

Principals	$75.00/hr
Sr. Associates	$65.00/hr
Associates	$45.00/hr
Drafting	$30.00/hr

Reimbursables and Other Costs:

Travel, Autocadd plotting, blueprinting and reproduction, and all direct job related out-of-pocket expenses shall be reimbursable at cost not to exceed $3,000.00.

M E M O R A N D U M

DATE: 12-05-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK
PROPOSAL FOR PROFESSIONAL SERVICES

Attached is a proposal for $8,530 from Maddox & Associates for Professional Services for Durante Park. The breakdown is as follows:

Maddox, Architect	-	$2,730
Landry & Esber, Engineers	-	$1,000
David Johnston, Landscape Architect	-	$3,800
Reimbursables	-	$1,000
		$8,530

The proposal is for the master plan and construction cost estimates for the completion of the park.

I find the scope of services and prices to be reasonable. I recommend approval of the proposal.

/cmg

M E M O R A N D U M

DATE: 12-05-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK [redacted]
PROPOSAL FOR PROFESSIONAL SERVICES

Attached is a proposal for $8,530 from Maddox & Associates for Professional Services for [redacted], Durante Park. The breakdown is as follows:

Maddox, Architect	-	$2,730
Landry & Esber, Engineers	-	$1,000
David Johnston, Landscape Architect	-	$3,800
Reimbursables	-	$1,000
		$8,530

The proposal is for the master plan and construction cost estimates for the completion of the park.

I find the scope of services and prices to be reasonable. I recommend approval of the proposal.

/cmg

Professional Services Supplement

AIA Document G604 - *Electronic Format*

In accordance with the **AGREEMENT** dated: August 6, 1992

BETWEEN:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

and:

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

for the Project: 93012.03
(Insert Project name and address as it appears in the Agreement.)
Public Safety Complex
Longboat Key, FL

[X] authorization is (requested) (given)
(strike one)

[X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[X] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS: Provide design of master concept plan for Joan M. Durante Community Park - Phase 3 according to the attached scope of work.

The following adjustments shall be made to compensation and time.
Compensation:
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)
Maddox & Associates - Two Thousand Seven Hundred Thirty Dollars ($2,730.00).
Landry & Esber - One Thousand Dollars ($1,000).
David W. Johnston Associates - Three Thousand Eight Hundred Dollars ($3,800.00).
Reimbursable Expenses - ~~Bank~~ Thousand Dollars ($1,000.00).

$8530

Time:
(Insert provisions covering time of commencement and completion of authorized services as applicable.)
Work shall commence upon approval of this Professional Services Authorization. Design shall be completed within thirty (30) days.

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Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

_____
(Signature)

William E. Maddox, AIA
President
(Printed name and title)

_____
(Date)

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

_____
(Signature)

Griff Roberts
Town Manager
(Printed name and title)

_____
(Date)

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JOAN M. DURANTE COMMUNITY PARK
PHASE III

General

The scope of work outlined in the following pages is based on the Site Development Plan prepared and submitted by Landry & Esber Engineers - Surveyors dated 6/11/94 and approved by the Town of Longboat Key Commission.

ARCHITECTURE
BY
MADDOX & ASSOCIATES ARCHITECTS, P.A.

Design

Services:

The Architect shall coordinate the preparation of a master concept plan depicting design solutions for planting concepts, landscape, drainage, decorative grading for the shade house, buffers, path, boardwalks, footbridge, docks, kiosk and related improvements which are consistent with the approved site plan. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Owner prior to preparation of working drawings.

Meetings Included:

The Architect shall attend meetings, as necessary, with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters.

CIVIL ENGINEERING
BY
LANDRY & ESBER

Design

Services Provided:

PROFESSIONAL shall assist ARCHITECT and LANDSCAPE ARCHITECT in the development of a master concept plan based upon the site plan approved by the Town of Longboat Key.

Meetings Included:

1. Meetings, as required, to discuss the project's concepts.

LANDSCAPE ARCHITECTURE
BY
DAVID W. JOHNSTON ASSOCIATES

Concept Plan

Services:

The Landscape Architect shall prepare a master concept plan depicting desigh solutions for planting concepts, lighting, signage, decorative grading, and pedestrian circulation. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Client prior to preparation of working drawings.

Meetings Included:

The Landscape Architect shall attend meetings, as necessary, with the Architect and representatives of the Town of Longboat Key to review drawings or to address project matters.

Botanical Gardens

Services:

As a part of the planning process for the establishment of a Botanical Garden, an Administrative Steering Committee for long and short term goal setting is required. The Landscape Architect will assist the Town of Longboat Key in selecting members for the establishment of such a committee. Once the Committee is established and has met to consider the Botanical Garden, the Landscape Architect will prepare Design Schematics for the first phase Botanical Garden. This garden will consist of not more than 1.5 acres total area.

Meetings Included:

The Landscape Architect shall attend meetings , as necessary, with the Administrative Steering Committee and representatives of the Town of Longboat Key.

ADDITIONAL SERVICES RATE SHEET

MADDOX & ASSOCIATES ARCHITECTS, P.A.

Principal Architect	$90.00/hr
Project Architect	$80.00/hr
Staff Architect	$60.00/hr
Sr. Designer/Drafter	$50.00/hr
Designer	$42.00/hr
Specification Writer	$50.00/hr
Estimator	$75.00/hr
Drafter	$45.00/hr
Site Representative	$45.00/hr
Clerical	$30.00/hr

LANDRY & ESBER

Principal	$110.00/hr
Project Engineer	$70.00/hr
Project Surveyor	$70.00/hr
Senior Designer	$60.00/hr
Technician	$30.00/hr
Field Crew	$75.00/hr
Resident Project Representative	$50.00/hr

DAVID W. JOHNSTON ASSOCIATES

Principals	$75.00/hr
Sr. Associates	$65.00/hr
Associates	$45.00/hr
Drafting	$30.00/hr

Reimbursables and Other Costs:

Travel, Autocadd plotting, blueprinting and reproduction, and all direct job related out-of-pocket expenses shall be reimbursable at cost not to exceed $1,000.00.

M E M O R A N D U M

DATE: 09-05-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK - PHASE 3
PROPOSAL FOR PROFESSIONAL SERVICES

Attached is a proposal for $48,600 from Maddox & Associates for Professional Services for Phase 3, Durante Park. The breakdown is as follows:

Maddox, Architect	-	$12,600
Landry & Esber, Engineers	-	$19,700
David Johnston, Landscape Architect	-	$12,000
Reimbursables	-	$ 4,000
SWFWMD Permit	-	$ 300
		$48,600

The proposal is for Design, Permitting, Bid and Construction Services to complete the boardwalk system and plantings. A botanical garden west of the pavillion is also included.

The botanical garden north and east of the pavillion will not be designed under this contract until the committee referred to in Maddox's cover letter meets to develop a plan.

I find the scope of services and prices to be reasonable. I recommend approval of the proposal.

/cmg

6

facsimile
TRANSMITTAL

to: Mr. Leonard A. Smally, P.E.
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park Phase III
date: September 1, 1995
pages: 14, including cover sheet.

Len -

Please find attached the revised proposal for the Park. Note that the Botanical Garden - Phase I has been included in the proposal (see Landscape Architecture).

I would like to set up a meeting with you, Mr. Roberts, Dave Johnston and myself to discuss the concept for establishing the steering committee. The proposal is based on the implementation of this committee.

All costs are indicated on the first sheet (Professional Services Supplement) except the estimated permit fees which are included in the section on Civil Engineering.

If you have any questions, please call.

Thanks

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

PF3.03

Hard Copy to Follow X yes _____ no

Professional Services Supplement

AIA Document G604 - *Electronic Format*

In accordance with the **AGREEMENT** dated: August 6, 1992

BETWEEN:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

and:

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

for the Project: 93012.03
(Insert Project name and address as it appears in the Agreement.)
Public Safety Complex
Longboat Key, FL

[X] authorization is (requested) (given)
(strike one)

[X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[X] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS: Provide design, bidding and construction administration for Joan M. Durante Community Park - Phase 3 according to the attached scope of work.

The following adjustments shall be made to compensation and time.
Compensation:
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)
Maddox & Associates - Eleven Thousand One Hundred Sixty Dollars ($12,600.00).
Landry & Esber - Nineteen Thousand Seven Hundred Dollars ($19,700).
David W. Johnston Associates - Six Thousand Eight Hundred Dollars ($12,000.00).
Reimbursable Expenses - Four Thousand Dollars ($4,000.00).

Time:
(Insert provisions covering time of commencement and completion of authorized services as applicable.)
Work shall commence upon approval of this Professional Services Authorization. Design and Construction Plans shall be completed within one hundred eighty (180) days.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

William E. Maddox
(Signature)

William E. Maddox, AIA
President
(Printed name and title)

9/1/95
(Date)

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

(Signature)

Griff Roberts
Town Manager
(Printed name and title)

(Date)

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Supplement to
Professional Services Authorization
August 2, 1995
Page 1

JOAN M. DURANTE COMMUNITY PARK
PHASE III

General

The scope of work outlined in the following pages is based on the Site Development Plan prepared and submitted by Landry & Esber Engineers - Surveyors dated 6/11/94 and approved by the Town of Longboat Key Commission.

ARCHITECTURE
BY
MADDOX & ASSOCIATES ARCHITECTS, P.A.

Design

Services:

The Architect shall coordinate the preparation of a master concept plan depicting design solutions for planting concepts, landscape, drainage, decorative grading for the shade house, buffers, path, boardwalks, footbridge, docks, kiosk and related improvements which are consistent with the approved site plan. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Owner prior to preparation of working drawings.

Meetings Included:

The Architect shall attend meetings, as necessary, with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters.

Construction Plans

Services:

1. Architect shall coordinate the development of all construction plans and specifications prepared by the Architect and his Consultants.

2. Shade House drawings previously prepared during Phase II shall be revised for rebidding.

3. Kiosk drawings shall be prepared for bidding.

4. Specifications for all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

The Architect shall attend meetings, as necessary, with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters.

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the Owner, Consultants and Contractor.

Meetings Included:

The Architect shall provide site visits, as necessary, at intervals appropriate to the stage of construction or as otherwise agreed by the Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

Supplement to
Professional Services Authorization
August 2, 1995
Page 2

- Kiosk drawings shall be prepared for bidding

- Specifications for all technical areas of work as well as general conditions shall accompany the construction drawings

Meetings Included

The Architect shall attend meetings, as necessary, with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters

Construction Services

- Assist in soliciting reliable competitive bids for all areas of work and reviewing same

- Provide in-office record keeping, review and recommendations [illegible] payment [illegible] with the Owner [illegible]

Schedule

The Architect shall provide site visits, as necessary, at intervals appropriate to the stage of construction or as otherwise agreed by the Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed when does not meet the contract document requirements. On the basis of such observations, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor

CIVIL ENGINEERING
BY
LANDRY & ESBER

Southwest Florida Water Management District Stormwater Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the Management and Storage of Storm Water (MSSW) permit process with the Southwest Florida Water Management District (SWFWMD). Based upon the site plan supplied by OWNER, PROFESSIONAL shall prepare the SWFWMD permit plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), existing drainage plan, proposed conditions plan, special purpose survey (supplied by OWNER), and drainage report. PROFESSIONAL shall prepare these documents, including previous staff comments (June 28, 1995) and submit them to SWFWMD for processing stormwater permit.

Meetings Included:

1. Meetings with OWNER, as required, to discuss the project's drainage concepts.
2. Pre-application meetings with SWFWMD to discuss the project with staff.
3. Meeting with OWNER to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD. (Estimated cost of permit fee $1,600.00)

CIVIL ENGINEERING
BY
LANDRY & ESBER

Southwest Florida Water Management District Stormwater Permit

Services Provided

PROFESSIONAL [illegible] a list OWNER in the Management and Storage of Storm Water [illegible] permit process with the Southwest Florida Water Management District (SWFWMD) [illegible] the site plan supplied by OWNER. PROFESSIONAL shall [illegible] the SWFWMD permit [illegible] which is to include a cover sheet, aerial [illegible] graph (obtained from the appropriate County agency) existing drainage plan, [illegible] conditions plan, special purpose survey (supplied by OWNER), and drainage [illegible] PROFESSIONAL shall prepare these documents, including previous staff [illegible] (June [illegible] SWFWMD [illegible] processing stormwater permit.

[illegible] OWNER [illegible] Pre-application meeting with SWFWMD to discuss the project with staff [illegible] with OWNER to discuss the permit conditions and requirements.

[illegible]

1. [illegible] the drainage plans and report to OWNER
2. [illegible] and report to SWFWMD.
3. [illegible] and report pages to SWFWMD as required by staff [illegible]
4. All [illegible] are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD. Estimated cost of permit fee $1,600.00)

SWFWMD Dredge and Fill Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the permit process with the Southwest Florida Water Management District (SWFWMD) involving the dredging and/or filling of wetland areas. PROFESSIONAL shall prepare a permit, a cover sheet, vicinity plan, overall site plan, aerial photograph (from the appropriate County agency), and a detailed plan and section of each impacted area. The permit is more specifically for the construction of one dock, one boat ramp and boardwalk within wetland jurisdictional area.

Meetings Included:

1. Meeting with OWNER to discuss the project's jurisdictional concepts.
2. Pre-application meeting with SWFWMD to discuss the project with staff.
3. Meeting with OWNER to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD. (Estimated cost of permit fee $300.00)

Construction Plans

Services Provided:

PROFESSIONAL shall assist OWNER in the construction plan permitting process with the Town of Longboat Key (TLBK) in accordance with the requirements of the Longboat Key Planning, Zoning and Department and the Department of Public Works. PROFESSIONAL shall prepare the construction plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), detailed site plan, utility system profiles, and detail sheets. PROFESSIONAL shall prepare these documents, submit them, and respond to the SWFWMD staff and TLBK staff comments to process the construction permit.

Meetings Included:

1. Meetings, as necessary, with OWNER to discuss the project's construction plan concepts.
2. Pre-design meeting with the Longboat Key Director of Public Works to discuss the project's construction plan concepts.

Deliverables:

1. One copy of the approved construction plans to OWNER.
2. Four copies of the construction plans to TLBK.
3. Four copies of any revised drawings to TLBK as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Construction Services

Services:

During construction based upon PROFESSIONAL'S recommendations, plans, or specifications, PROFESSIONAL shall provide a representative who shall be available to answer questions regarding the interpretation of the construction plans. PROFESSIONAL shall also review the shop drawings submitted by the contractor(s) involved, solely for their conformance with PROFESSIONAL'S design intent and conformance with information given in the construction documents. PROFESSIONAL shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions, and programs incidental thereto, all of which are the contractor's responsibility.

Meetings:

1. Pre-bid meeting with all bid list contractors to answer any questions concerning the plans and prepare addendums as required.
2. Meetings, as required, with the selected site contractor to review the progress.
3. Meeting with OWNER to provide a final walk through inspection to prepare a punch list.
4. Final inspection to verify that punch list items have been completed.

Deliverables:

1. One copy of all shop drawings after PROFESSIONAL'S review.
2. Two copies of all pay requests submitted by CONTRACTOR after PROFESSIONAL'S review.

Certifications

Services Provided:

Upon completion of construction, PROFESSIONAL shall submit the appropriate certifications required by the permitting agencies involved with this project. These certifications shall be submitted to the Southwest Florida Water Management District and the Town of Longboat Key.

Meetings Included:

There are no meetings included in this task.

Deliverables:

1. One copy of the certifications to OWNER.
2. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Mean High Water Line Survey

Services Provided:

PROFESSIONAL shall prepare a survey of the Mean High Water Line as defined in Chapter 177, Part II, Florida Statutes, in accordance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This procedure will require PROFESSIONAL to run a meander line along Sarasota Bay and through dense vegetation to locate the Mean High Water Line elevation and tie in the location points to the boundary line.

Elevation will be controlled by a bench loop from the Coastal Construction Control Line monuments on Gulf of Mexico Drive.

In addition, PROFESSIONAL shall research historical records in an effort to verify that the channel shown on the Bailey-Dobson Subdivision Plat is not a natural water boundary, therefore affecting the Mean High Water Line location in this area.

In addition, Professional shall provide hydrographic soundings required for the permitting and plans proposed for other tasks within this Scope of Services.

Meetings Included:

Two telephone conversations with State of Florida Department of Natural Resources.

Deliverables:

One reproducible copy and three blue line copies of the certified boundary survey.

LANDSCAPE ARCHITECTURE
BY
DAVID W. JOHNSTON ASSOCIATES

Concept Plan

Services:

The Landscape Architect shall prepare a master concept plan depicting design solutions for planting concepts, lighting, signage, decorative grading, and pedestrian circulation. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Client prior to preparation of working drawings.

Meetings Included:

The Landscape Architect shall attend meetings, as necessary, with the Architect and representatives of the Town of Longboat Key to review drawings or to address project matters.

Botanical Gardens

Services:

As a part of the planning process for the establishment of a Botanical Garden, a Steering Committee for long and short term goal setting is required. The Landscape Architect will assist the Town of Longboat Key in selecting members for the establishment of such a committee. Once the Committee is established and has met to consider the Botanical Garden, the Landscape Architect will prepare Design Schematics for the first phase Botanical Garden. This garden will consist of not more than 1.5 acres total area.

Meetings Included:

The Landscape Architect shall attend meetings , as necessary, with the Steering Committee and representatives of the Town of Longboat Key.

Construction Plans

Services:

1. Planting plans shall name, size and quantify all plantings proposed for the various aspects of the projects, including the first phase Botanical Garden as described above.

2. Irrigation plans shall detail the type, model, and location of all irrigation equipment; size pipes and provide such information as needed to install an automatic irrigation system.

3. Construction details for all walks, decks, entry features, decorating, and such elements of the design solution proposed shall be provided as needed for construction.

4. Lighting plans (if any) shall show the location and type of light fixture to be used for decorative landscape lighting. Wiring and routing of electrical circuits are not a part of this work scope and shall be provided by others.

5. Specifications: For all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

The Landscape Architect shall attend meetings, as necessary, with representatives of the Town of Longboat Key to review drawings or to address project matters.

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the project director, landscape contractor and others responsible for work in the field.

Meetings Included:

The Landscape Architect shall provide site visits, as necessary, at intervals appropriate to the stage of construction or as otherwise agreed by the Landscape Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Landscape Architect shall keep the Construction Manager or Owner's Representative informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

Griff Roberts
Town Manager

February 28, 1996

Mr. James P. Durante
565 Sanctuary Drive, A-103
Longboat Key, FL 34228

Dear Jim:

It would seem that even the simpler things of life become complicated sometimes... and the stocking of goldfish in the pond seems to be one such item.

Following my memo to Len Smally requesting that he re-stock the pond with larger goldfish, I received his report which I excerpt below describing the cost and difficulty involved in what would appear to be a simple program. Following are Len's comments:

> The pond was originally stocked with 500 goldfish (1" - 2" in size) at a cost of $100; most of these were eaten or died within one week. Larger fish (coi) cost from $3/fish (2") to $20/fish (6"). Experts have confirmed that any size fish would be eaten by raccoons, herons, egrets, pelicans and other shore birds. This could get expensive to continue to stock the pond with larger fish.

Jim, I've asked Len to make another effort to contact a source that has the larger fish that may be willing to donate a couple of pairs that we could place in the pond in hopes of getting a start. But as you can see we're not optimistic.

We will let you know if we are able to do this successfully. Otherwise, we would question spending many more dollars trying to get this to work.

Best regards,

Griff Roberts

GHR/dhs

cc: Len Smally, P.E., Public Works Director

RECEIVED
MAR 1 1996
PUBLIC WORKS DEPT.

501 Bay Isles Road, Longboat Key, Florida 34228
(813) 383-3721 FAX 383-7231

RECEIVED
FEB _ 5 1996
PUBLIC WORKS DEPT.

REQUEST FOR QUOTATION

TOWN OF LONGBOAT KEY
Purchasing Department
501 Bay Isles Road
Longboat Key, FL 34228
941-383-3721, ext. 236
FAX: 941-383-7231

Need L.J. did call D. Johnston 2/2/96

DATE: 2/2/96 **ITEM: Joan M. Durante Community Park Entry and Buffer Plantings and Irrigation**

REPLY REQUESTED BY: 2:00 p.m., Friday, 2/9/96. Direct reply to Deborah Heger, Purchasing, by fax 383-7231 or mail.

It is anticipated that the cost for this work will be under $10,000. If information to the contrary develops and the cost will exceed that amount, this request for a written quotation will be void and formal bidding procedures and/or the Consultant's Competitive Negotiation Act will be followed.

The Town of Longboat Key reserves the right to accept or reject any or all bids, to waive any informalities or minor irregularities in the bid process, and to postpone the award of the contract for a period of time not to exceed 45 days from the bid opening date.

1. **GENERAL SCOPE OF WORK**

The Town of Longboat Key is accepting written quotes from experienced, Florida-registered contractors to provide labor, materials, and equipment necessary for grading, landscaping, planting, and irrigation system at the entry and buffer zones of the Joan M. Durante Community Park, a Town-owned property located at 5550 - 5568 Gulf of Mexico Drive, Longboat Key, Florida. The Town reserves the right to determine the priority of the work.

Bid shall be a lump sum, with the unit costs provided for the purpose of adding to or subtracting from the awarded bid and/or contract. One contract will be awarded for all work. The Town's Architect and on site representative for this project is Maddox and Associates.

ONE ORIGINAL AND TWO COMPLETE DUPLICATES OF THE QUOTATION ARE TO BE SUBMITTED.

2. **MINIMUM QUALIFICATIONS**

2.1 Bidders (and subcontractors of bidders) shall be qualified contractors with all necessary licenses, registrations, and certifications to work in Florida and in Sarasota and Manatee Counties, and shall state all licenses, registrations, and certifications held at time of submission of bid.

2.1.1 Bidder shall submit a complete list of equipment and hourly rates for supervisors, laborers, and equipment with operators as bidder deems necessary to appropriately complete the work.

2.2 Bidders shall submit a list of their most recent five clients and a summary of the work performed for each on the enclosed bid form.

2.3 Bidder shall submit a list of all subcontractors to be used on the work and identify which section of work each subcontractor will perform on the enclosed bid form. Upon Notice of Bid Action, bidder may be required to provide up to three references for each subcontractor from previous clients for whom similar work was performed within the last five years. Town reserves the right to reject any subcontractor and require a replacement that is acceptable to the Town. Any such replacement shall not affect the bid prices.

3. **MINIMUM REQUIREMENTS FOR BIDDERS**

3.1 All bidders are required to review these specifications and personally examine the site to inform themselves as to all conditions. Failure to do so will in no manner relieve the successful bidder from the necessity of furnishing all materials or performing any of the work, as may be required to carry out and complete specified work in accordance with the intent and meaning of these specifications. Each bidder shall attest by signature on the bid forms provided that he has reviewed these specifications and fully understands there will be no recourse for negligence or oversight for not doing so.

3.1.1 The bidder shall determine by site investigation any necessary work not specifically called for, but necessary to satisfactorily complete the work. No additional compensation will be granted because of any difficulties which may be encountered on the site in the execution or maintenance of any portion of the work. (See General Conditions, page 0-0008-6, paragraphs 17.1, 17.2).

3.1.2 Any damages to underground or above ground utilities or to any property of the Town or other contractor shall be repaired or replaced immediately at the responsible contractor's expense.

3.1.3 Any damage caused to underground installations of another contractor shall be back-charged to that contractor if such installations are not located in accordance with plans.

3.2 The bidder is responsible for obtaining all required certifications, licenses, registrations, or other regulatory approvals that are necessary to perform the service or provide the commodity that is the subject of this bid. Longboat Key permit fees, if any, will be waived.

3.3 There is no requirement for a construction office in the field.

3.4 The awarded bidder shall coordinate this work with the other contractors on the Durante Park project, where applicable.

4. **INDEMNIFICATION**

4.1 The Town of Longboat Key shall not be responsible for property damage, personal injury, or death to persons, which occurs without fault on the part of the Town, as a result of or incident to the performance of the awarded bidder. The awarded bidder shall indemnify and hold harmless the Town, its officers, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work, provided that any such claim, cost, loss, or damage is (1) attributable to bodily injury, sickness, disease resulting therefrom, and (2) is caused in whole or in part by negligent act or omission of awarded bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

4.2 In any and all claims against the Town, its officers, employees, agents, and other consultants of each and any of them by any employee (or the survivor or personal representative of such employee) of awarded bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation in paragraph 8.1 above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for awarded bidder, any subcontractor, any supplier, any person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

4.3 The indemnification obligations of the awarded bidder shall not extend to the liability of the Town's consultants and other agents or employees of each and any of them caused by the professional negligence, errors or omissions of any of them.

4.4 All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the contract, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion and acceptance of the work and termination or completion of the contract.

5. **MINIMUM REQUIREMENTS FOR AWARDED BIDDER**

5.1 The successful bidder shall obtain and provide to the Town, as required in these Specific Instructions, all required types of insurance within 15 days of Notice of Bid Action.

5.2 All work shall conform to all existing Town codes and regulations. The work must be accomplished with professional methods and standards of the trade. Work must be completed within the timeframe indicated on your quotation, barring justifiable delays.

5.2.1 Justifiable delays will not count against the contractor. Justifiable delays are changes in the work ordered by the owner, labor disputes, fire, unavoidable casualties, or any cause beyond the contractor's control.

5.3 Completion of the work shall include final cleanup of the work site.

5.4 Upon authorization to proceed, the contractor shall continuously and expediently proceed with vigorous prosecution and completion of the job.

6. **COMMENCEMENT OF WORK**

6.1 Contractor shall start to perform the work on the date when the contract times commence to run, but no work shall be done by the Contractor at the site prior to the contract times.

6.2 Before undertaking each part of the work, Contractor shall carefully study and compare the contract documents and verify pertinent information, all applicable field measurements, and all other information made available by the Town as part of the bid documents. Contractor shall promptly report in writing to Architect any conflict, error, ambiguity, or discrepancy which Contractor may discover, and shall obtain a written interpretation or clarification from Architect before proceeding with any work affected thereby.

7. **PAYMENT**

For payment provisions, refer to General Conditions, page 0-0008-10, in the Project Technical Specifications.

8. **ESTIMATED QUANTITIES**

8.1 Where quantities are shown on the drawings, include in the total base bid an amount equal to the unit price times the quantity shown; the unit price will be used if necessary to adjust the quantity.

8.2 Where actual quantities will be confirmed by field measurement, the unit prices will be used to adjust the contract sum when the quantity is less than 90 percent or greater than 110 percent of the amount indicated on the drawings.

9. **BID EVALUATION AND AWARD**

Bid shall be evaluated by the Town based on all submitted information. Award will be to the responsive and responsible bidder with the lowest bid price for the work that is awarded and <u>also</u> acceptable, in the sole determination of the Town, start and completion times (as indicated by bidder on the bid form).

9.1 The Town reserves the right to reject bids based upon insufficient qualifications, as determined by the Town. The Town reserves the right to reject a bid if it is not made on the enclosed Bid forms.

9.2 The Town reserves the right to sever a portion or portions of the work prior to award or by change order during the term of the contract. All elements of work bid as unit prices which are not severed shall be performed at the unit price stated in the awarded bid. All elements of the work bid as a lump sum price which are not severed shall be performed at the lump sum price stated in the awarded bid. Contractor shall not be entitled to claim or receive payment for the severed work or for damages of any nature arising from the severance of such work. The scope of work, contract price, and contract times, where necessary, shall be modified to reflect any such severance.

TOWN OF LONGBOAT KEY, FLORIDA

QUOTATION DURANTE

The undersigned bidder declares that the only person or parties interested in this bid as principals are those named herein, that this bid is made without any understanding, contract, or connection with any other person, firm, or corporation providing a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. The bidder understands that this bid must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection unless advance written approval for a faxed signature is given by the Purchasing Agent.

Bidder undersigned represents that the bidder accepts, and that this bid complies with, the bid documents; that bidder has carefully examined the Contract Drawings and Specifications for the designated work, and all other bid documents. Bidder affirms that bidder has carefully examined the location of the designated work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality, and the quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

Bidder undersigned proposes, and agrees if this bid is accepted, that he will contract with the Town in the form of the copy of the Agreement included in these bid documents, to provide all necessary machinery, tools, apparatus, and other means of construction necessary to do all the work, and furnish all the materials and equipment specified or referred to in the bid documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Bidder acknowledges receipt of the following addenda issued during the bidding period; the cost of which, if any, is included in the base bid.

ADDENDUM #	ADDENDUM DATE
_____	_____
_____	_____
_____	_____

BIDDER:_____

Doing Business As:_____

Business Address:_____
City _____ State _____ Zip_____

Fax:_____ Phone:_____

_____
(Bidder typed name and signature)

Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities and minor irregularities in the bidding. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 days after the scheduled bid opening.

Having carefully examined the bid documents, bidder agrees to the terms and proposes to furnish all labor, material, and equipment for the entire work (including mobilization and demobilization), and to execute the contract documents and furnish the required Performance and Payment Bond, and will completely perform the work in strict accordance with the terms of the Contract and the bid documents therein referred to for the following lump sum, to wit:

1. **TOTAL BASE BID:** $_____

(_____DOLLARS)

The Total Base Bid is to be the price for completion of the work within _____ days (can START ON:_____ and COMPLETE BY:_____), based on a work schedule of 8:00 a.m. to 5:00 p.m., Monday through Saturday (excluding Town observed holidays), in accordance with Town Code, Chapter 130.

NOTE: Please fill in the 'start' and 'complete' blanks above; evaluation includes consideration of the start and completion dates, since it is important to the Town to complete this project as quick as is possible.

BREAKDOWN OF BASE BID:

a. Planting	$_____
b. Irrigation	$_____
c. Grading & Fill	$_____
TOTAL BASE BID:	$_____

BIDDER:_____

3. **SUMMARY OF MATERIALS - UNIT PRICES:**

a. The following prices are intended to be the basis for additions and/or deletions to the work on this project. The values of such changes shall be determined by the quantities involved times the unit prices listed here. All unit price amounts for each of the items listed below shall be inclusive of its pro-rata share of profit, overhead, and all associated installation costs, including but not limited to furnishing materials, delivery to the site, unloading, handling, storage, labor, installation, maintenance or other work incidental thereto as per drawings and specifications. The contractor shall be responsible for supplying all materials as shown on the Site Development Plans, and shall determine quantities according to said plans. The Summary of Materials - Unit Prices is for the convenience of recording unit prices only.

b. It is expressly understood that quantities in the Summary of Materials - Unit Prices are approximate only, and that payment on a Contract will be made only on the actual quantities of work complete in place, measured on the basis defined in the bid documents.

BIDDER: _____

SUMMARY OF MATERIALS - UNIT PRICES

ITEM NO.	KEY	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
Trees:						
1	CE'S	Silver Buttonwood Conocarpus erectus, "Sericea" 4'x4' spr. multi.	_____	ea	$_____	$_____
2	BB'S	Shady Lady Black Olive Bucida Buceras, "Shady Lady" 12'x5' spr., 30 gal. min.	_____	ea	$_____	$_____
3	PCH	Canary Island Date Palm Phoenix canariensis 8' C.T.	_____	ea	$_____	$_____
Shrubs:						
4	JAM	Star Jasmine Jasminum amplexicaule 18"x18" spr., 3 gal.	_____	ea	$_____	$_____
Other:						
5		2nd Cut Clean Fill for Berming	325	C.Y.	$_____	$_____
6		Tree and Shrub Removal	1	L.S.	$_____	$_____
7		Transplants	1	L.S.	$_____	$_____
8		Fertilization	1	L.S.	$_____	$_____
9		Irrigation	1	L.S.	$_____	$_____
10		Grade "B" Cypress Mulch	20	C.Y.	$_____	$_____

TOTAL SUMMARY OF MATERIALS $_____

BIDDER:_____

4. **MINIMUM QUALIFICATIONS**

a) Copy of contractor's and subcontractor's license(s) attached.
___ YES

5. Bidder shall list below the equipment and hourly rates for supervisors, laborers, and equipment with operators as bidder deems necessary to appropriately complete the work scope:

BIDDER: _____

5. **SUBCONTRACTORS**: The bidder states that the following is a full and complete list of the proposed Subcontractors on this project and the class of work to be performed by each, and that such list will not be added to or altered without written consent of the Town. Subcontractors must be acceptable to the Town, in its sole determination, or replaced at Town request with an acceptable subcontractor, at no change to the bid price or unit prices. Include any and all subcontractors separately or individually responsible for any part of the total contract work. Town reserves right to request references for each of the subcontractors.

SUBCONTRACTOR NAME, ADDRESS LICENSE, REGISTRATION #	**SPECIFIC CLASS OF WORK (Plumbing, HVAC, Electrical, etc.)**	**HAVE BIDDER & SUBCONTRACTOR WORKED TOGETHER (Provide details on separate sheet)**
_____	_____	_____
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PROJECT TECHNICAL SPECIFICATIONS

DIVISION 0 - GENERAL CONDITIONS

DIVISION 2 - SITE WORK

Landscape and Irrigation Project Manual

for

Joan M. Durante Park

Entry and Buffer Planting

bid set #____

January 25, 1996

prepared by:

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1487 Second Street, Suite E, Sarasota, Florida 34236
(941)366-3159 fax (941)954-4616

MASTER INDEX

NOTE: This index is for convenience only. It's accuracy or completeness is not guaranteed, and it is not to be considered a part of the specifications. In case of discrepency between the index and the specifications, the specifications shall govern.

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Landscape Management Program Specifications (with checklist)

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DIVISION 0 - GENERAL CONDITIONS

SECTION 0008

CONTRACT INFORMATION

I. **GENERAL:**

1. The plans, specifications and addenda shall form part of the contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth within the contract.

2. The table of contents, titles, headings, running headlines and marginal notes contained in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affects, limits, or casts light on the interpretation of the provisions to which they refer.

II. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:** As part of the bid form the successful Contractor shall submit an estimate of construction progress in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish, on forms to be supplied by the Landscape Architect:

1. A detailed estimate giving a complete breakdown of the contract price;

2. Periodic itemized estimates of work done for the purpose of making partial payments thereon.

III. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**

1. The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. Such additional instructions and drawings thus supplied shall coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with said instructions or drawings.

2. The Contractor and Architect shall jointly prepare, as required, the following:

    1. A schedule fixing the dates at which special drawings or instructions will be required; and,

2. A schedule fixing the date for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work.

3. Each such schedule shall be subject to change from time to time in accordance with the progress of work.

IV. SHOP OR SETTING DRAWINGS:

1. The Contractor shall submit promptly to the Architect two (2) copies of all shop or setting drawings prepared in accordance with the schedule predetermined in Section 0008-3.2.

2. After examination of shop or setting drawings by the Architect and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect with two (2) corrected copies.

3. Regardless of corrections made in, or approval given to, such drawings, by the Architect, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Architect, in writing, of any deviations at the time he furnished such drawings.

V. MATERIALS, SERVICES, AND FACILITIES:

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever may be necessary to execute, complete, and deliver the work within the specified time.

2. Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed with no additional expense to the Owner.

VI. CONTRACTOR'S TITLE TO MATERIALS:

1. No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

VII. **INSPECTION AND TESTING OF MATERIALS:**

1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards.

2. The inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service directly, and not as a part of the Contract.

3. Materials for construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

VIII. **PLANS, PERMITS, AND REGULATIONS:**

1. Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all plans necessary for the execution of the work. The Contractor shall provide all field survey work.

2. The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his contract.

3. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

IX. **PROTECTION OF WORK AND PROPERTY:**

1. In the event of temporary suspension of work, or during inclement weather, or whenever the Architect shall direct, the Contractor shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather.

2. If, in the opinion of the Architect, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

3. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with the contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage.

4. The Contractor shall replace or make good any such damage, loss, or injury, unless such is caused directly by errors contained in the contract or by the Owner or his duly authorized representatives.

5. In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect, in a diligent manner. He shall notify the Architect immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect for approval.

6. Where the Contractor has not taken action, but has notified the Architect of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Architect.

7. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided under Section 0008-12 of the General Conditions.

X. **REPORTS, RECORDS, AND DATE:** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract, and shall submit a performance schedule and related time table for progress payment.

XI. **SUPERINTENDENCE BY CONTRACTOR:**

1. At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authorization to act for the Contractor.

2. It is understood that such representative shall be acceptable to the Architect and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

3. The Contractor's Superintendent shall be on the job site during each work day.

XII. **CHANGES IN WORK:** No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or a combination of the following:

1. Unit bid prices previously approved.

2. An agreed lump sum.

3. The actual cost of:

    1. Labor, including foreman;
    2. Materials entering permanently into the work;
    3. The ownership or rental cost of construction plant and equipment work;
    4. Power and consumable supplies for the operation of power equipment;
    5. Insurance;
    6. Social Security and old age and unemployment contributions.

4. To the cost under 12.3 there shall be added a fixed fee to be agreed upon. The fee shall compensate to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

XIII. **'OR EQUAL' CLAUSE:** Whenever a material, article, or piece of equipment is identified, or equipment of other manufactures and vendors which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

XIV. **TIME FOR COMPLETION:**

1. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are of the essence of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

2. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly, at such rate of progress as will insure full completion hereof within the time specified.

3. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

4. Should the Contractor fail to prosecute the work in regular, diligent and uninterrupted manner as evidenced by delays or absences from the job site for more than fifteen (15) days, the Owner shall serve written notice to the Contractor of such violation. Should such violation continue for ten (10) additional days, the Owner may void this contract and may use any monies held from the contract payments and all unpaid monies to complete

the work. Any extra costs resulting from the time delay and inconvenience shall be chargeable to the original Contractor.

XV. **CORRECTION OF WORK:**

1. All work, and all materials, whether incorporated in the work or not; all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect, who shall be the final judge of the quality and suitability of the work, materials, and processes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense.

2. Rejected material shall immediately be removed from the site.

3. If, in the opinion of the Architect, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Architect, shall be equitable.

XVI. **SUBSURFACE CONDITIONS FOUND DIFFERENT:** Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Architect of such conditions before they are disturbed. The Architect will thereupon promptly investigate the conditions, and if he finds that they materially differ from those on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, and any increase or decrease of cost resulting from such changes are to be adjusted in the manner provided in Section 0008-12 of the General Conditions.

XVII. **EXTRAS:**

1. Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner, and the price is stated in such an order.

2. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect, approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done.

3. When work is performed under the terms of section 0008-17 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

XVIII. **ARCHITECT'S JURISDICTION:**

1. The Architect will give all orders and directions contemplated under this contract and specifications relative to the execution of the work.

2. The Architect will determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and will decide all questions which may arise in relation to said work and construction thereof.

3. The Architect's estimates and decisions shall be final and conclusive as herein otherwise expressly determined. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

4. The Architect will decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner will be adjusted and determined by the Architect.

XIX. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The Contractor expressly under takes the following at his own expense:

1. To take every precaution against injuries to persons or damage to property;

2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

3. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workman-like appearance;

4. To place upon the work or any part thereof only such loads as are consistent with safety of that portion of the work;

5. Before final payment to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

6. To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect, not to cut or otherwise alter the work of any other Contractor.

XX. **QUANTITIES OF ESTIMATE:** Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in comparing bids and the right is expressly reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way invalidate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

XXI. **CONFLICTING CONDITIONS:** Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the intent of such conflict or inconsistency, and the determination as to which provision shall apply will be the sole responsibility of the Architect.

XXII. **NOTICE AND SERVICE THEREOF:** Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

XXIII. **USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER:** The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner provided the Owner assumes responsibility for damage by his employees or assigns.

XXIV. **SUSPENSION OF WORK:** Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

XXV. **MUTUAL RESPONSIBILITY OF CONTRACTORS:** If, through acts of neglect on the part of the Contractor; any other Contractor, or any subcontractor shall suffer loss or damage of work, the Contractor agrees to settle with such

other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

XXVI. PERFORMANCE STANDARDS:

1. All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blue prints and coordination between office and job. While labor crews may change, the same foreman will be in charge throughout the job. Contractor shall review plans throughout the job. Contractor shall review plans and specifications with the job foreman to insure complete understanding of the project. (See 0-0008-XI.)

2. Tools shall not be left on the job site in an unsafe or unprotected condition.

3. All open excavations shall be properly barricaded and lighted at night.

4. The Contractor shall at all times keep the premises free from accumulation of waste material, soil, and/or rubbish caused by his employees or work. The Contractor shall clean behind his work immediately and shall take necessary precautions to keep concrete, brick, and other paving material clean of soil. This shall include the use of drop cloths, etc. Damage to grades or lawns shall be repaired immediately and all debris and excess soil removed by raking.

5. All staking and layout of physical features shall be approved by the Architect before construction or planting is started. The same shall apply to the establishment of proper grades and levels. All planting beds shall be accurately staked in accordance with the plans. Changes necessitated by building changes, etc., shall be in keeping with the overall concepts of the design. Any beds developed without the approval of the Architect shall, if they do not accurately represent the plan and/or the design concept, be redeveloped without additional expense to the Owner.

6. Material such as ground covers, mulch, or gravel shall be spread in the specified quantity to cover the area designed. No additional materials shall be used in such areas without the approval of the Architect and/or Owner.

7. The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this

contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings, and in accordance with the directions of the Architect as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect and the Owner.

XXVII. **SEPARATE CONTRACTS:** The Contractor shall coordinate his operations with those of other Contractors. Cooperation shall be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of the other Contractors and shall notify the Architect immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

XXVIII. **INSPECTIONS:**

1. Periodic & Payment Inspections: Throughout the course of the work, the Architect will make periodic inspections, and will make Payment Inspections upon notification of Contractor. Any inconsistencies to the plans and specifications will be noted on a written list of corrections to be made and will be supplied to the Contractor and Owner. All corrections shall be made prior to approval of the following payment request.

2. Final Inspection: Upon written notice of completion to the Owner and Architect, the Architect will conduct a final inspection of all work. The completed work will be checked against the expressed and implied intent of the plans and specifications. Inconsistencies will be noted and submitted in writing to the Contractor and Owner. All inconsistencies shall be corrected to the satisfaction of the Owner and Architect prior to authorization of final payments.

XXIX. **PAYMENTS TO CONTRACTOR:**

1. All payments will be made in accordance with a payment certificate issued by the Architect and accompanied by an itemized statement from the Contractor. The Owner shall retain ten percent (10%) of the amount of each statement until final completion and acceptance of all work covered by this contract.

2. Material delivered and stored on the site, not yet installed or otherwise used, may be considered in the progress payment statement, if it is suitably secured from theft and weather conditions.

3. Contractor's billing statement shall itemize all work to be paid for and shall list all subcontractors, suppliers, and others who have performed services or supplied labor and/or materials and give the dollar amount of their payments. For all such people listed, the Contractor shall supply Lien Releases from each for the amount specified. In the event the Lien Releases are not available, the Owner reserves the right to subdivide the payment and to issue jointly written checks to the Contractor and subcontractor in the amount of the subcontractor's payment and such check will be released when a Lien Release is available. The Contractor's billing statement shall also be accompanied by a Release of lien for all work performed and paid for through the current billing statement.

4. All material and work covered by partial payments made thereupon shall become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of this material and work, or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

XXX. **PAYMENTS BY CONTRACTOR:** The Contractor shall pay all subcontractors, suppliers, laborers, workmen, mechanics, furnishers of machinery and parts thereof, equipment, power tools and other costs incurred as a part of the contract prior to submitting a billing statement to the Owner and shall otherwise pay all bills incurred as a result of this contract within thirty (30) days following completion of each person's work.

XXXI. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this contract or the Performance and Payment Bonds.

XXXII. **ASSIGNMENTS:** The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

XXXIII. **GENERAL GUARANTY:** Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness. This guaranty shall cover all work.

XXXIV. **RIGHT OF THE OWNER TO TERMINATE CONTRACT:** In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of his intentions to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner will immediately serve notice thereof upon the Surety of the Contractor, and the Surety will have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby and in such event the Owner may take possession of and utilize in completing the work, such materials, appliance, and plant as may be on the site of the work and necessary therefor.

XXXV. **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT:** If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the Architect should fail to issue any certificate for payment within a reasonable time after it is due, or if the Owner should fail to pay to the Contractor within thirty (30)days of its maturity and presentation, any sum certified by the Architect, the Contractor, after written notice to the Owner and Architect identifying the condition which gives cause under this Article, may, if such cause is not corrected within seven (7) days after receipt of such notice by the Owner and Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

XXXVI. **FIELD DOCUMENTS:** The Contractor shall keep one set of plans, specifications, summary of materials, addendum, bid form, change orders and other contract documents, in a file folder marked with the name of the project on the outside. This folder shall become a Field Documents Folder and shall be in the possession of the project superintendent or foreman at all times during the installation. All materials in the Field Documents Folder shall be maintained in good condition.

XXXVII. **CHANGE ORDERS:** The Contractor shall prepare blank forms for project change orders. The blank form shall be approved by the Architect before starting construction. Changes for credit to the project must be approved by the Architect, but need not contain the signature of the Owner. Changes for extras must contain both signatures of the Architect and the Owner. No extras shall be authorized at completion of the work without appropriate change orders.

XXXVIII. **COMPLETION & ACCEPTANCE:**

1. Completion of the work shall mean the full exact compliance and conformity with the provisions expressed or implied in the drawings and specifications, and associated change orders as approved by the Architect.

2. Final inspection shall be made by the Architect at the request of the Contractor, and shall be prior to final request for payment. All requirements of the specifications shall apply until final acceptance of the work by the Owner or his representative.

3. The acceptability of all material, workmanship, labor and compliance with the specifications, grades and standards shall be solely determined by the Architect.

END OF SECTION 0-0008

DIVISION 2 - SITE WORK

SECTION - 0220

GRADING, EXCAVATION, AND FILL

I. GENERAL

The work under this section shall be subject to the requirements of all other applicable divisions of these specifications, drawings, and contract documents. This division of the specifications includes furnishing the equipment, labor, and materials and performing all operations necessary and incidental to earthwork operations.

II. CLEARING THE SITE

1. Clearing

The site of the work shall be cleared of all trees, shrubs, and objectionable materials which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage.

2. Stripping of Topsoil

On all areas to be excavated or to receive embankment material within the lines of building construction, the topsoil shall be carefully removed and spread either on areas already graded and prepared for topsoil or in stockpiles conveniently located on the areas which are subsequently to receive application of topsoil. The depth to which topsoil is to be stripped shall be as directed by the Engineer, except that the depth of stripping shall not exceed nine inches.

The topsoil shall consist of friable loam, reasonably free of subsoil, clay lumps, brush roots, weeds or other objectionable vegetation, stones or similar objects, litter, or other material unsuitable or harmful to plant growth. The topsoil shall contain not less than two nor more than ten percent organic matter, as determined to AASHO Designation T-194.

Topsoil not meeting the above requirements may be used as suitable backfill material if approved by the Engineer. Topsoil which does not meet either of the above requirements shall be removed from the site at no additional cost to the Owner.

III. GRADING (EXCAVATION OR EMBANKMENT)

1. The Contractor shall perform the excavation described in the bid quantities of whatever substance is encountered to the dimensions and depth specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the Engineer. Materials suitable for back-fill shall be stockpiled near the site.

2. Rock is defined as any material larger than that which cannot be excavated by use of a 1-1/2 yard hydraulic type back-hoe or a material which cannot be excavated without drilling, blasting, or boring, as determined by the Engineer. If rock excavation is encountered or required, the Contractor shall submit a change order to the Owner for approval, prior to excavating the rock, representing the actual cost of materials and equipment required for rock excavation.

3. In the event that unsuitable material is encountered at the bottom of subgrade level, the Engineer shall be notified by the Contractor in writing. Such material shall be removed and replaced with suitable material to a depth determined to provide permanent stabilization. Material used for replacement shall be suitable earth or sand compacted in layers as required. Payment for this work shall be an additional cost to the contract, said cost to be determined in accordance with the 'Special Provisions' section of the 'General Conditions'.

4. Embankment areas shall be cleared of all organic materials prior to placing of fill. Embankment shall be placed in 12" lifts, with each lift being compacted to 98% of the modified proctor maximum dry density, AASHO Method T-180, until finished grade has been obtained. Laboratory compaction tests will not be required for the building pads.

5. Finished grading shall be performed by means of a grader or by small tractor with blade in small or cumbersome areas.

IV. DISPOSAL OF MATERIAL

1. Clearing

   All trees, shrubs, and objectionable materials shall be removed from the site and disposed of by the Contractor. The costs for this disposal shall be included in the unit price for Clearing.

2. Grading

   All excess materials from the Grading and Excavating processes shall be removed from the site and disposed of by the Contractor, or be placed on the site at the direction of the Engineer. The costs for this disposal shall be included in the unit price for Grading.

END OF SECTION 2-0220

DIVISION 2 - SITE WORK

SECTION 0221

FINISH GRADING

I. GENERAL

1. SCOPE

1. Furnish all labor, material, and equipment necessary to shape, mold, and finish grade all features of the project.

   A. Include all removal of vegetative growth and hand work necessary to establish finish grade under existing trees and total limits of sod or seed.

   B. Eliminate any and all unwanted vegetative growth from topsoil and subsoil by approved means, and before planting.

   C. Construct berms to elevations shown, and perform all grading, including rough grading (2" +/-) before irrigation installation, and finished grading prior to planting.

   D. Lightly scarify topsoil into surface of subgrade. Remove extraneous matter measuring one inch (1") or larger in any dimension.

2. Material shall include fill and topsoil appropriately throughout the project.

II. EXECUTION

2. Berms and Graded Areas

1. All berms and graded areas shall be built in accordance with the Site Development Plans and details. Finish grading operations shall bring all berms and graded areas to a final grade position so as not to inhibit positive drainage.

2. The Site Development Plans show earth berm locations. The Contractor shall supply sufficient second cut clean fill material to provide a finish grade as represented on the plans. Quantities of soil given represent approximate finish volumes compacted in place.

3. Berms shall be so shaped that their lines and slopes will blend with the surrounding contours. The mounds and valleys of the berms shall be sculptured into smooth undulating shapes without 'bird-baths'.

4. In order to develop aesthetically pleasing berms, the Architect reserves the right to make minor adjustments in shape and contouring at any time during

construction.

5. Finish grading of berms shall be done by a wheel tractor and shall involve the pushing and back-blading of small amounts of material in a repetitive operation.

6. Uniformly fine grade areas within grading limits including transition areas. Smooth finished surface within specified tolerance (minimum 3% slope), compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

7. Obtain approval of finished grades before proceeding with grassing and planting operations. Eliminate irregularities and ponding. Leave grade 1-1/2" below curb or walk.

8. If planting and mulching is not commenced immediately, protect stockpiled or spread topsoil from erosion by force or wind, water, or other force, re-establish eroded, rutted, or settled grades to proper finished grade.

9. Landscape contractor is responsible for repairing, re-grading, and re-seeding any areas completed by the General Contractor which are disturbed by the work of this contract.

10. The tilled areas shall be settled, fine graded, and raked to meet approved finished grade. Coarse soil lumps, rocks, roots, weeds and debris not passing through a hand rake shall be removed from the surface. The surface shall be smooth, firm, and of fine texture immediately before sodding.

III. INSPECTION AND APPROVAL

1. Inspection

1. All finish grading operations shall be subject to regular inspections by the Architect. Because the contouring of the project is essential to an aesthetically pleasing development the Architect may make minor alterations during the finish grading operations.

2. Approval

1. All finish grading operations shall be subject to the approval of the Architect prior to beginning the installation of the irrigation system. Positive drainage is a function of finish grading and will be guaranteed by the Contractor. Following the installation and backfilling of the irrigation system a drainage check may be conducted by natural or man made circumstances. Any positive drainage faults will be corrected and a new finish grade established.

END OF SECTION 2-0221

DIVISION 2 - SITE WORK

SECTION 0270

LANDSCAPE - GENERAL

I. SCOPE:

1. The work embraced under this contract includes supplying and placing of all materials as listed in the specifications and on the plans in accordance with sound industry practice. All labor, equipment, tools, plant material and miscellaneous items called for herein or required for satisfactory completion of the work, shall be furnished and installed by the Landscape or Irrigation SubContractor.

2. Contractors shall be responsible for securing all necessary licenses and permits, and shall comply in all ways with Federal, State and local codes.

II. INVESTIGATION OF SITE:

1. All bidders shall **PERSONALLY** examine the site and fully acquaint themselves with all existing conditions in order that no misunderstanding may arise as to the character or as to the extent of the work to be done; and likewise, in order to advise and acquaint themselves with all precautions to be taken in order to avoid injury to persons and property.

2. The Contractor shall determine by site investigation any necessary work not specifically called for, but, necessary to satisfactorily complete the work. No additional compensation will be granted because of any difficulties which may be encountered on the site in the execution or maintenance of any portion of the work.

3. Any damages to underground or above ground utilities or to any property of the Owner or other Contractor shall be repaired or replaced immediately at the responsible Contractor's expense.

4. Any damage caused to underground installations of another Contractor shall be back charged to that Contractor if such installations are not located in accordance with plans.

III. QUALIFICATIONS:

1. All Landscape and Irrigation Contractors wishing to bid the project shall have a minimum of five years experience specializing in this type of work in this location and must be pre-qualified, during bidding process, by the Owner and Landscape Architect.

2. Individuals or Corporations not able to meet this requirement may submit their qualifications to the Landscape Architect during the bidding period for review and possible qualification.

IV. PERFORMANCE STANDARDS:

1. All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blueprints and coordination between office and job. While labor crews may change, the same foreman will be in charge throughout the job. Contractor shall review plans throughout the job. Contractor shall review plans and specifications with the job foreman to insure complete understanding of the project.

2. Tools shall not be left on the job site in an unsafe or unprotected condition.

3. All open excavations shall be properly barricaded and lighted at night.

4. The Contractor shall at all times keep the premises free from accumulation of waste material, soil, and/or rubbish caused by his employees or work. The Contractor shall clean behind his work immediately and shall take necessary precautions to keep concrete, brick and other paving material clean of soil. This shall include the use of drop-cloths, etc. Damage to grades or lawns shall be repaired immediately and all debris and excess soil removed by raking.

5. All staking and layout of physical features shall be approved by the Landscape Architect before construction or planting is started. The same shall apply to the establishment of proper grades and levels. All planting beds shall be accurately staked in accordance with the plans. Changes necessitated by building changes, etc., shall be in keeping with the overall concepts of the design. Any beds developed without the approval of the Architect shall, if they do not accurately represent the plan and/or the design concept, be redeveloped without additional expense to the Owner.

6. Material such as ground covers, mulch or gravel shall be spread in the specified quantity to cover the area designed. No additional materials shall be used in such areas without the approval of the Architect and/or Owner.

7. The Contractor shall in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as otherwise expressly specified herein, necessary or proper to perform and complete all the work required by this contract, within the time specified herein, in accordance with the provisions of this contract and said specifications and in accordance with the plans, and in accordance with the directions of the Architect as given from time to time during the progress of the work.

END OF SECTION 2-0270

DIVISION 2 - SITE WORK

SECTION 0274

IRRIGATION SYSTEM

I. GENERAL

1. SCOPE: Under this item the Contractor shall furnish and install all materials and equipment for an automatic irrigation system in accordance with these plans and specifications. The Contractor shall provide all labor, material, construction equipment and technical supervision which may be required to produce an operational system.

2. CODES AND INSPECTIONS: The entire installation shall comply fully with all local and state laws and ordinances and with all established codes applicable thereto. The Contractor shall take out all required permits, arrange for all necessary inspections and shall pay all fees and expenses in connection with same, as part of the work under this contract. Upon completion of the work, he shall furnish to the Owner all inspection certificates customarily issued in connection with the class of work involved.

3. DESCRIPTION OF SYSTEM: The automatic irrigation system shall consist of under ground piping and sprinkler equipment to insure complete coverage of the areas as shown on the irrigation plan. Gate valves shall be incorporated in the system as shown on the plans to shut off certain portions of the system while allowing operation of the remaining sprinkler outlets.

4. PROGRESS OF WORK: Begin work when ordered to do so by the Architect. This work must proceed in an orderly manner and in accordance with whatever job schedule may be set up to avoid delay or interference with other construction work. The irrigation work shall proceed in conjunction with the general construction work of the project. The Contractor must provide means of access to all site features at all times so as not to impede the general construction work in areas under construction, and leave the area of irrigation work in a finely graded condition with all stone or rock removed and smoothly blended to adjacent areas.

5. STAKING AND LAYOUT:

    1. It is to be recognized, due to the artistic nature of landscape planting design and construction, that the landscape planting as constructed may differ slightly from the plans drawn for construction of the irrigation system.

       The Contractor shall be prepared to adjust installation of the irrigation system so that it will properly irrigate planted features constructed in accordance with the evident intent of the irrigation plans, as interpreted by the Architect.

    2. An agent of the Contractor shall stake the location on the ground of all irrigation equipment to be installed. In staking the locations of the sprinkler outlets, he shall adjust the staking as required to best irrigate the area being developed and shall strive to maintain a uniform spacing between the various outlets. This spacing may vary according to manufactures recommendations

where adjustment of spacing is required to fit the landscape development as constructed. Routing of the pipe shall be in accordance with the irrigation piping plan except that the Architect reserves the right to change the routing of pipe from that shown on the plan and to change the depth of trench and cover over the top of pipe in case of rock or other obstacle. In no event shall field changes of this nature affect the overall cost of the project except where these changes may alter the quantity of materials to be provided according to the plan. The Contractor may adjust the location of any pipeline to avoid ledge rock, stumps or other obstacles, provided that such adjustment does not increase the quantity of pipe required and is not in conflict with the evident intent of the plan.

3. See irrigation plan for connections to water source, pipe sizes and location, heads and valves. Time clock(s)/ controller(s) shall be located at the direction of the Architect.

4. The Irrigation Contractor shall carefully review bed and paving cut-out locations, walks, roads, property lines and other site features and install his work according to the intent of the irrigation plan. Should heads and/or lines or other system components be improperly located they shall be properly relocated at the contractors expense.

6. RECORD PLAN:

1. The Contractor shall maintain at all times an up-to-date record plan of the irrigation system as built. The plan shall indicate the location and measurements, to the nearest foot, of all mainline pipe installed, including all automatic and gate valves; splice boxes; main line tees, elbows and fittings; pulse and common control wire routings; equipment locations; sleeve locations; and, the contractor shall make such modifications to any notes and/or details as appropriate to show the final installed condition of the overall system. The record plan shall be an original plan, drawn in ink on a good grade of tracing paper at the scale of the original plan as bid; or, upon request, the Landscape Architect may supply to the contractor a plastic sepia of the plan which may be modified to present the as-built condition of the system. Any such sepia shall be used only for record plan drawings and shall be returned to the Landscape Architect with the final pay request. It shall be kept up to date during the installation of the system and shall accurately indicate the location of all equipment installed to that time. A copy shall be available on the site for inspection at all times.

2. The Contractor shall submit one (1) print of the record plan to the Architect for his review simultaneously with each draw request as the project progresses. Such submissions shall be complete through the current work for which payment is requested.

3. At least ten days prior to scheduled date of the final inspection of the completed irrigation system the Contractor shall submit to the Architect, for his approval, a complete and correct copy of the record plan and three (3) copies of manufacturer's maintenance and operating instructions for all valves, sprinklers and other equipment installed.

7. DEFINITIONS: The following definitions are in addition to, supplement, and/or complement these set forth elsewhere in these specifications, wherever the following terms, or pronouns in place of them, are used in these specifications, their intent and meanings shall be interpreted as follows:

SW: Solvent weld PVC pipe and/or fittings.

RG: Rubber gasketed or O-ring PVC pipe and/or fittings.

QCV: Quick coupler valve, as specified.

HB: Hose bibb, as specified.

SLEEVE: A conduit for encompassing other pipes, wires, cables, etc. with the purpose of presenting ease of access and/or replacement of such pipes, wires, cables, etc. within otherwise difficult to access areas.

II. MATERIALS

1. GENERAL: All materials and equipment shall be supplied by the Contractor and no substitutions shall be allowed without the prior written approval of the Architect. The Contractor shall inspect all materials and equipment prior to installation and any defective materials and equipment shall be replaced with the proper materials and equipment. Those items used in the installation that are found to be defective or improperly installed shall be removed and the proper materials and equipment installed in the proper manner.

2. PVC PIPE AND FITTINGS:

1. All pipe shall be class 160 unplasticized polyvinyl chloride pipe, type 1120 or 1220, or better. Pipe from 2" size up operating in excess of 90 PSI shall be gasketed pipe. Solvent weld pipe may be used in all other instances. Outside diameter to wall thickness ratios specified in CS 246-63 for standard dimension ration (SDR-PR) pipe shall be maintained in the barrel of the pipe. Minimum wall thickness at the bell joint shall be as follows:

CLASS 160 (SDR 26)

2 1/2"	3"	4"	6"	8"	10 "
.132"	.159"	.205"	.298"	.386"	.480"

2. Pipe and fittings shall be made from clean, virgin, NSF approved Type I, Grade I (PVC 1120) PVC, conforming to ASTM resin specification D 1784-60T.

3. All pipe shall be pressure rated at hydrostatic working pressures of 160 PSI 73.4 degrees F. and shall meet requirements as set forth in Commercial Standard CS 256-63 with standard dimension ratio SDR 26.

3. RISERS AND SWING JOINT NIPPLES: All risers in excess of 12" above grade and/or swing joint nipples shall be unplasticized polyvinyl chloride, schedule 80, threaded pipe. Fittings on swing joints shall be Marlex, schedule 80, threaded

elbows or street elbows. Assemble with teflon tape only. For systems operating at less than 90 PSI, swing joints may be constructed of flexible PVC and insert fittings as per plan detail.

4. 110-120 VOLT ELECTRIC WIRING: All 110-120 volt AC wiring shall be installed in accordance with local electric codes. 110-120 volt service to controller shall consist of one black and one white wire and ground. All wiring shall be buried to minimum depth of 20". Wire shall be furnished in minimum 2500' reels and spliced only in controller or valve boxes. All splices in wiring shall be made watertight.

5. VALVE CONTROL LINES:

   1. 24 Volt Electric - Electric control lines from controller to automatic valves shall be direct burial UF wire of a different color than the 110-120 volt service to controllers. The 24 volt common ground shall be of one continual color and a different color than the other 24 volt lines and the 110-120 volt service. All wire shall be furnished in minimum 2,500' reels and splicing shall be minimized, with such splices made waterproof with the use of waterproof Scotchlok or Pen-Tite kits. All 24 volt wiring shall be done in accordance with existing codes. Splicing shall be in valve boxes or controllers only. Each timeclock/controller shall have its own common wire(s) servicing that controller and all valves associated with it.

   2. Hydraulic Control Lines - All control tubing shall be polyethylene tubing, supplied by the Toro Company or PVC tubing, conforming to the following: 1/4" O.D. + .005" and 1/8" I.D. + .003". Tubing shall be rated for a maximum continuous working pressure of 200 PSI. Tubing shall be unspliced from controller to valve.

   3. Supply Line - The 1/2" supply line to hydraulic satellite controller(s) shall be PVC Schedule 40, Type 1 or approved equal.

6. SPRINKLER HEADS, CONTROLLERS, AUTOMATIC VALVES: Shall be as called for on the irrigation plan or approved equal.

7. QUICK COUPLING VALVES AND/OR HOSE BIBBS: Quick coupling valves and keys or hose bibbs shall be as specified on the plans. Locate as shown on the irrigation plan. If the plan specifies hose bibbs rather than quick coupling valves, provide and install hose bibbs within valve boxes as noted on plans.

8. GATE VALVES:

   1. Gate valves shall be as specified on the plans, or approved equal. If no gate valve is specified the minimum acceptable valve shall be a NIBCO conforming to MSS SP-80, or approved equal. Each valve shall be afforded access through a PVC or fiberglass box equipped with cover.

   2. Provide two (2) gate valve keys.

   3. Gate valves at line size shall be located as shown on the contract drawings.

9. PRESSURE REGULATING VALVES: Combination pressure reducing, pressure sustaining and check valves, as manufactured by Cla-Val, or approved equal, shall be installed where shown on the irrigation design plan. The valve shall be as sized on the plan, diaphragm operated, single seat, globe valves. A Model XIOSL limit switch shall be installed.

10. SUPPLY SCREEN UNITS: One (1) supply screen unit shall be installed in the supply line at each hydraulic satellite controller and shall be a combination strainer, check valve and shutoff.

11. MISCELLANEOUS SYSTEM COMPONENTS: All miscellaneous system components shall be of the type and size as indicated on the irrigation design plan and detail drawings.

12. VALVE BOXES: all valves, splices within valve control lines, hose bibbs and/or quick coupler valves shall be located within an Amatek, or equal, valve box as follows:

    Section valves, quick couplers and/or hose bibbs - 10" circular valve box model no. 181014 with cover model no. 181015;

    Gate valves and splices - 5 1/4" circular polyiron model no. 111036 with cover model no. 111031;

    Filters or other installations requiring more space - 10"x16" standard rectangular box model no. 170101 with cover model no. 171115.

    All boxes and pits shall be fitted with Amatek, or equal, extensions as necessary to provide a minimum of 2" clear space below the bottom of the valve, filter or fitting contained within the box.

III. EXECUTION

1. GENERAL: The Contractor shall diligently follow the manufacturer's recommendations for installing pipe, valves, sprinklers and all other items. The pipe shall be laid in true, smooth alignment with sufficient cover and thrust blocking to prevent excessive movement.

2. TRENCH EXCAVATION:

    1. All trenches shall be excavated to sufficient depths to provide a minimum of 10" cover on laterals and 18" cover on mains. (For those lines operating less than 90 PSI.)

       Lines operating in excess of 90 PSI shall have 24" of cover.

    2. Trench bottom shall be clean and smooth with all rock, soil and organic debris removed. All trenches shall be only as wide as necessary to permit easy handling and installation of pipe in them.

    3. Pipe shall be placed so that barrel of pipe and coupling are a minimum of 2" above high points of the trench bottom.

3. ROCK EXCAVATION: In the event ledge rock, boulders, stumps, or other obstruction is encountered in excavation of the trenches, which can not be removed by the equipment in use or tractor mounted backhoe, the Contractor shall adjust the line or the trench to circumvent it, as part of his work. If the obstruction can not be avoided, the Contractor shall remove it by blasting.

4. BEDDING MATERIAL: Excavated material, except in the case of excavated rock, is usually satisfactory for bedding of pipe.

5. THRUST BLOCKS:

    1. Thrust blocks shall be constructed behind all mainline fittings, tees, bends, reducers, line valves, plugs, caps, etc., in accordance with pipe manufacturer's recommendations and plan details.

    2. Thrust block shall bear against undisturbed earth, and, in case this is not possible, they shall be made correspondingly larger.

    3. Thrust blocks shall be so placed as not to interfere with repair to joints and couplings and shall be a concrete mix consisting of one part cement, two parts sand and five parts gravel, mixed and placed fairly dry so they may be shaped easily. No precast units shall be used.

6. GATE VALVES:

    1. All valves shall be closed at time of installation and shall be set plumb. Reach wells shall be installed so that lid is set 1/2" below finished grade. Gate valves shall be located as shown on the plans and of a size equal to the pipeline on which it is installed.

    2. Gate valves shall be installed so the lower end rests firmly on the ground and shall be designed to withstand 2,000 lbs. without failing.

7. BACKFILL:

    1. After proper bedding of pipe is achieved, the balance of backfill shall be placed and suitably compacted by tamping mechanically or hydraulically to the satisfaction of the Architect. Backfill within areas to be paved over shall be compacted to 98% modified proctor maximum density. Testing, if required, will be at the owner's expense for all passed tests; all failed tests will be back charged to the contractor.

    2. No lines shall be covered until they have been passed by inspection hereinafter described, except that lines may be covered with all joints left open for inspection.

    3. In the case of cutting of paved roads or drives, all back fill shall be compacted and the top 6" of back fill shall be poured in 3,000 PSI concrete. The final patch shall be made to match the grade and material of the adjacent finish road or drive.

8. TURF AREA HEADS: Heads in lawn areas shall be set flush with sod. All other heads shall be adjusted to sod height after installation of sod or seeding operations.

9. PLANTING & GROUNDCOVER AREA HEADS: Heads in planting areas shall have a concrete mud support 8" in diameter and 4" deep placed 2" below grade and above grade for all risers of 24" or greater in height. Heads in planting and groundcover areas shall be stubbed 24" above grade and height adjusted after planting operations are complete. All risers shall be clearly marked by 18" stakes with blue engineer's flag attached. Stakes shall be maintained throughout the job and removed at completion as directed.

10. PIPING: Piping shall run as straight as possible. Pipe shall be cut square, properly reamed to remove constrictions or burrs before making up joints. All mains and laterals shall be thoroughly flushed before valves or heads are installed.

    All risers within planting and groundcover ares shall be painted flat black with a paint which adheres well to PVC.

11. EXISTING INSTALLATIONS: In any instance where the contractor is required to cut into any existing irrigation installation for the purpose of repair and/or connection, the contractor shall be responsible for the flushing and testing of all lines and cleaning of all heads, nozzles, and components which may be affected by such cut. It shall be the contractors responsibility to immediately report any damage subsequent to such cuts or repairs to the Landscape Architect so that proper resolution of the damage may be determined. When interfacing with existing irrigation systems it shall be the contractors responsibility to schedule his work in such a manner that the existing system will remain operational for the greatest length of time possible. The contractor shall keep the owner and Landscape Architect appraised of his schedule in this matter.

END OF SECTION 2-0274

DIVISION 2 - SITE WORK

SECTION 0280

LANDSCAPE DEVELOPMENT

I. GENERAL

1. Staking and Layout: All staking and layout of physical features shall be approved by the Architect before construction of planting is started. The same shall apply to the establishment of proper grades and levels. All planting beds shall be accurately staked in accordance with the plans. Changes necessitated by building changes, etc., shall be in keeping with the overall concepts of the design. Any beds developed without the approval of the Architect shall, if they do not accurately represent the plan and/or the design concept, be re-developed without additional expense to the Owner.

2. Commencement of work: Work under this contract shall commence not less than ten (10) days after notice to proceed and shall be complete in an orderly business like fashion. Once work is begun it shall continue on consecutive working days until work is completed. Sundays, Saturdays, holidays and stoppages due to foul weather or delays caused by the Owner or building contractor shall be excluded. Unnecessary delays in work may result in forfeiture of Performance Bond when required.

3. Maintenance: The Contractor is entirely responsible for the work until final acceptance. Once material is planted, it shall receive water each day from time of planting until final inspection - not to include Sundays. Watering shall be done in accordance with sound nursery practice. Water source shall be provided by the Owner, hoses, etc. by the Contractor, unless otherwise specified for specific job conditions.

   The contractor is responsible for all plant material maintenance until acceptance by the owner. This shall include all watering pruning, cultivating, fertilizing, and weeding as required for healthy growth and establishment. Maintenance shall also include restoration of planting saucers, adjusting or repairing staking, resetting plant material to proper grade or vertical position as required, spraying material for insects and disease control and replacement of dead stolen or unacceptable materials.

4. Coordination of work: The Contractor shall be responsible for complete coordination of planting operations with the other Contractors on the job. Repair of damage to plants, grades, lawns, etc., during installation shall not be considered as an extra, and not chargeable to the Owner. Damage caused by other Contractors will be the responsibility of said Contractors.

5. Right to reject: The Owner shall have the right, at any stage of the work, to reject any and all work and materials which, in his opinion, may not meet the requirements of these specifications. Rejected material shall be immediately removed from the site and acceptable material substituted in its place.

6. Underground debris: Should any objectionable material such as concrete, bricks, roots or other debris be encountered during landscape installation, they shall be removed from the site by the Contractor. All open excavations shall be properly barricaded, and lighted at night.

7. All plant material furnished by the Contractor, unless otherwise specified, shall be **FLORIDA #1** or better in accordance with **GRADES AND STANDARDS FOR NURSERY PLANTS**, State Plant Board of Florida. The Architect reserves all rights to determine acceptability of plant material submitted for planting.

8. Substitutions: Substitutions will be permitted only upon submission of sufficient proof that any plant is not obtainable and upon authorization of the Architect. Under no circumstances shall unauthorized substitutions be included in the Bid Proposal and Breakdown.

9. Clean-up: The Contractor shall at all times keep the premises free from accumulation of waste material, soil, and/or rubbish caused by his employees or work. Contractor shall clean behind his work immediately and shall take necessary precautions to keep concrete, brick and other paving material clean of soil. This shall include the use of drop-cloths, etc. Damage to grades or lawns shall be repaired immediately and all debris and excess soil removed. Should the Contractor fail to keep the premises in a clean satisfactory condition, the owner reserves the right to hire appropriate personnel to perform clean-up work and back charge the Contractor for all costs incurred.

10. Abbreviations:

c.w.	clear wood
c.t.	clear trunk
cl. (s)	clump (s)
dbl.	double
o.a.	over all (height & width the same)
o.a.h	over all height
spr.	spread
stms.	stems
stg. hts.	staggered heights
hd. (s)	head (s)
std.	standard
f.o.w.	fan on wall *
f.o.f.	fan on fence *
tks.	trunks
esp.	espalier

r.c.	rooted cuttings
u.r.c.	un-rooted cuttings
o.c.	on center

* **NOTE:** (f.o.w. & f.o.f) Fan on Wall and Fan on Fence shall mean providing all necessary hooks, masonry plugs, and tying as required to begin espalier of plants specified.

11. Completion and acceptance:

1. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the drawings and specifications, and associated change order as approved by the Architect.

2. Final inspection shall be made by the Architect at the request of the Contractor, and shall be prior to final request for payment. All requirements of the specifications shall apply until final acceptance of the work by the Owner or his representative.

3. The acceptability of all material, workmanship, labor and compliance with the specifications, grades and standards shall be solely determined by the Architect.

12. Guarantee and replacement:

1. All plant materials shall be guaranteed to be alive and in satisfactory growth, **FLORIDA #1 GRADE** or better, as to their species, at the end of the guarantee period.

2. Guarantee periods for plant materials shall be as follows:

Ground covers & vines	- 12 months
Shrubs	- 12 months
Palms	- 12 months
Trees (including Myrica spp.)	- 12 months

3. Upon acceptance of the landscape installation the Landscape Contractor shall supply the Owner with a complete and adequate maintenance program to be followed during and after the guarantee period. The Landscape Contractor shall make frequent inspections of the job during the guarantee period to determine if proper maintenance is being given. It shall be understood that in accordance with the terms of the guarantee that the Landscape Contractor must promptly inform the Owner if proper maintenance is not being given to

the installation. Such notice shall be in writing outlining corrective measures to be taken with a copy to the Architect.

4. At any time during the guarantee period the Landscape Contractor shall be required to replace all plants that are dead or in an unsatisfactory condition of growth. All replacements included within the guarantee shall be at the Contractor's expense, shall be of like size and kind of the plants removed, and, shall be guaranteed for an additional period of time in compliance with Section 0280, XI.1 & XI.2.

13. Acts of God: Materials planted and damaged or destroyed by any phenomena considered as an Act of God, ie., vandalism, wind, fire, flood, freeze, theft, rain, hail, etc. shall, according to the Florida law, belong to the Owner and shall be his responsibility. Materials stored on-site as yet not planted are not covered by this clause and are the sole responsibility of the Contractor.

END OF SECTION 2-0280

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DIVISION 2 - SITE WORK

SECTION 0281

TOPSOIL AND FERTILIZERS

I. GENERAL

1. Topsoil Topsoil is defined as 90% sand with not more than 2% clay or silt and the balance as loam material. Organic material shall not exceed 5%. Sand is defined below as material which passes through number 270 and number 10 sieve. Topsoil shall be free from hard clods, stiff clay, hardpan, sods, stones over 1", lime, cement, bricks, coal ashes, cinders, slag, concrete, tar or its residue, tarred paper, boards, weeds or weed seed, sticks or other objectionable material as determined by the Landscape Architect.

2. The Contractor is responsible for performing percolation tests to determine percolation rates for areas of the site to receive landscaping,ie., lawns, beds, hedge rows and all tree locations. In areas where drainage is less than 6" per hour the contractor shall install sumps to provide drainage at 6" per hour. Sumps shall be a minimum of 8" in diameter, shall be a minimum of 36" deep or sufficient depth to break through to sandy soils capable of providing the required drainage, whichever is greater and backfilled with clean builders sand.

3. Rough grades to be furnished shall be ascertained by site inspection prior to bidding.

4. The pH of all topsoil shall be between 6.0 and 7.0. A soil analysis shall be provided to the Landscape Architect by the Project Manager indicating soil pH.

II. MATERIALS

1. Peat Moss - Peat moss shall consist of coarse, partially decomposed vegetable matter of natural occurrence. It shall be medium brown in color, clean, low in content of mineral and woody material, and mildly acid, and shall be shredded and free from all stones and twigs.

2. Sand - Clean, coarse, ungraded, meeting ASTM C33-55 requirement for concrete sand.

3. Bonemeal - Commercial bonemeal shall be finely ground and have a minimum analysis of 4% nitrogen and 20% phosphoric acid.

4. Natural Organic Fertilizer - Shall be a commercially natural organic fertilizer 6-3-0 (active sludge), such as Milorganite, produced by the Sewerage Commission, Milwaukee, Wisconsin.

5. Fertilizer and Lime Materials

1. Fertilizers: All fertilizers shall be uniform in composition free flowing and suitable for application by mechanical spreader equipment. Fertilizers shall be delivered to the site fully labeled according to applicable State Fertilizer laws. The following information shall be shown on the fertilizer bag or package or on a tag:

    1. Name and address of manufacturer.

    2. Name, brand or trade mark.

    3. Number of net pounds of ready mixed material in the package.

    4. Chemical composition or analysis.

    5. Guarantee of analysis.

    If a brand or grade of fertilizer is delivered in the bulk, a written statement having the above listed information must accompany each load.

2. Custom Mixed Fertilizers shall have a written statement containing the following information with each load:

    1. Weight of each commercial fertilizer used in the custom mixing.

    2. The guaranteed analysis of each commercial fertilizer used in the custom mixing.

    3. Total weight of fertilizer delivered in each load.

    4. The manufacturer of each of the commercial fertilizers.

    5. Guaranteed analysis of each load to be stated as follows:

        1. % of total Nitrogen.

        2. % of total available Phosphoric Acid.

        3. % of total Soluble Potash.

    6. Name and address of the person selling the fertilizer.

3. Fertilizer Application Rates shall be determined by soil test (Under unusual circumstances where there is insufficient time for a complete soil test, 3 pounds Milorganite Fertilizer per 1000 sq. ft. can be applied.) shall be distributed evenly over the area to be sodded.

4. Lime: Lime material shall be ground limestone (Hydrated or burnt lime may be substituted) which contains at least 50% total oxides (calcium oxide plus magnesium oxide). Ground limestone shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 98% to 100% will pass through a mesh sieve.

    1. Application rates for liming materials shall be determined by soil tests. (Under unusual circumstances where there is insufficient time for a complete soil test, the Landscape Architect shall be consulted for rates off application to be used if any. When used lime shall be applied at a minimum rate of 50 pounds of ground limestone of its equivalent per 1000 sq. ft.) unless otherwise directed by the Landscape Architect. Lime shall be distributed uniformly over the entire area to be sodded or planted.

III. EXECUTION

1. Topsoil shall be placed in all planting pits 6" below and to the side of Plant Root System.

2. All fertilizers and soil amendments shall be spread prior to beginning work under paragraph 3 below.

3. Lawn Areas - in those instances that topsoil is called for in lawn areas it shall be placed four inches (4") deep and diced or roto-tilled an additional four inches (4") into the existing grade. A smooth tractor blade finish plus one inch (1") below sod finish grade shall then be established.

J:\WP60\SPECS\2-0281

DIVISION 2 - SITE WORK

SECTION 0283

PLANTING

I. GENERAL

1. Nomenclature: The names used conform to the names given in 'Standardized Plant Names' except in cases not covered by that book, in which case, the names conform to the customs of the trade.

2. Summary of Materials Lists: An itemized list of plants is shown in 0-0004, of the specifications and complete requirements for these plants are a part of this specification.

3. All plant material furnished by the contractor, unless otherwise specified, shall be **FLORIDA NO. 1** or better, in accordance with **GRADES AND STANDARDS FOR NURSERY PLANTS**, State Plant Board of Florida. The Landscape Architect reserves all rights to determine acceptability of plant material submitted for planting. Trees and palms must meet specifications contained herein, but need not necessarily be nursery grown stock.

II. MATERIALS

1. Trees and Palms: All trees must have a fully developed fibrous root system, be heavily branched, or in the case of palms, heavily frond, free from all insects, fungus, and other diseases. All trees and palms except Cabbage Palms shall be balled and burlapped. All trees and palms shall have a habit of growth that is normal for the species. In the case of trees named as Specimen items, the Landscape Architect shall retain the right to reject them when they lack proper Landscape Architectural character as called for by its use on the plan. (This shall be determined prior to planting at the request of the Landscape Contractor.)

2. Shrubs and Vines: All shrubs and vines shall have a fully developed root system, and shall fulfill dimensional requirements and be considered normal for the species unless stated. Shrubs and vines shall be heavily canned and leafed foliage to base and shall be free from insects, diseases and mutilations of any nature. Self-heading shall be planted in well rotted manure in pits twelve inches (12") greater at all dimensions than the ball of the plant. All Yuccas shall be rooted plants. All Azaleas shall be planted in pits twelve inches (12") greater than the ball of the plants. Domestic peat shall be used to fill the cavity between ball and pit. Soil amendments shall be added to insure proper acidic reaction of soil. When Azaleas are planted in masonry planters or planting areas the sides of area shall be lined with .005 polyethylene to protect from alkaline nature of masonry.

3. Groundcovers: All groundcovers shall have a sturdy fibrous root system, unless unrooted cuttings are called for on the plans and/or Summary of Materials, shall be heavily leafed and must be free of all insects, diseases and injuries.

III. EXECUTION

1. Digging and Moving:

    1. B & B Plants: No plant shall be accepted when the ball of earth surrounding its roots has been cracked or broken. The diameter of the ball must be sufficient to encompass the fibrous and feeding root system necessary for the maximum development of the plant.

    2. Only a minimum of fronds shall be removed from the crown of palm trees to facilitate moving and handling. Clear trunk shall be as specified after the minimum of fronds has been removed.

    3. Cabbage palm buds shall be secured with a 2"x 2"x 10' board wired to the trunk of the tree. The buds shall be tied with a burlap strip and secured to the 2"x 2" board and shall be left tied up until the palm is well established. The contractor shall be responsible for removal of the 2"x2" board when directed. Cabbage Palms with marred, charred or burned trunks will not be accepted, until all traces of burn have been removed with a wire brush.

    4. Protection After Delivery: The balls of B & B plants which cannot be planted immediately on delivery shall be covered with moist soil or mulch, or equal protection from drying winds or sun, and kept moist.

    5. Protection: Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved method.

2. Preparation of Ground Planting:

    1. No plant pit shall be dug or prepared until their locations have been staked on the ground and approved. All plant materials shall be subject to inspection at any time by the Owner to determine adherence to quality and size.

    2. Circular pits with vertical sides shall be excavated for all plants. Diameter of pits for trees shall be at least two feet (2') greater than the diameter of the ball. The depth of pits for trees shall be enough to accommodate the ball when the plant is set to finish grade allowing for six inches (6") compacted planting soil in the bottom of the pit.

3. Planting Operations:

1. Setting Plants: All plants shall be planted in pits, centered and set on six inches (6") of compacted topsoil to such a depth that the finish grade level at the plant after settlement will be the same as that at which the plant was grown. All planting areas shall receive adequate fertilization with agriform tablets as per schedule in plans. Watering shall commence with backfilling to eliminate all air pockets. No burlap shall be pulled out from under balls. Roots shall be spread in their normal position. All broken or frayed roots shall be cut off cleanly. Planting shall be set so that the final grade of ground around the plants shall conform to surrounding grades.

2. Coordination: The contractor shall be responsible for complete coordination of planting operations with the building contractor and any other contractor on the job. Repair of damage to plants, grades, lawns, etc., during installation shall not be considered as an extra, and not chargeable to the Owner. Damage caused by other contractors will be the responsibility of said contractor.

4. Pruning:

1. The amount of pruning, unless otherwise directed, shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning shall be done in such a manner as to not change the natural habit or shape of the plant. All cuts over one-half inch (1/2") in diameter shall be treated with an approved tree paint.

2. All trees shall be trimmed up for clear trunk, as directed by the Landscape Architect. Such pruning is for aesthetic character and shall be done only under his direction.

5. Watering:

1. All Plant material shall be watered in at the time of planting, and not left to dry out until the end of the day. The automatic irrigation system, if specified, does not replace the need for handwatering. The Contractor shall be responsible for all watering to avoid transplant shock.

J:\WP60\SPECS\2-0283

END OF SECTION 2-0283

DIVISION 2 - SITE WORK

SECTION 0286

MISCELLANEOUS

I. MULCH

1. General:

    1. All planting beds for ground covers, vines and shrubs shall be mulched.

    2. Individual tree plantings shall not be mulched unless specified on plans.

2. Products & Materials:

    1. Unless otherwise specified on the plans, all mulch shall be Cypress bark mulch, Grade B, as manufactured by American Wood Products or equal.

    2. Shredded punk tree mulch, as manufactured by FRI, Ft. Myers, Fl.

    3. Three inch Redwood Nuggets by Sierra Pacific Industries, P.O. Box 820, Susanville, CA, 96130, or equal.

    4. Pine Bark by Anderson Peat Co., Ft. Wayne, IN., or equal.

    5. Pine straw mulch shall be clean, free of moss, bark and branches, and shall be dried pine needles from long leaf pines.

3. Installation:

    1. Mulch shall be spread around all planting beds to a uniform depth.

    2. Quantities specified shall be spread to cover.

II. BOULDERS

1. General: Boulders shall be located as shown on plans.

2. Products & Materials: Boulders shall be water washed shelf cap hard rock.

3. Installation:

    1. The Contractor shall be responsible for scaling the boulder size as shown on the plans and providing boulders that meet the size drawn.

    2. Boulders shall be set in place in a manner that allows them to appear as a natural element in the landscape. In some cases portions of a boulder may need to be buried to achieve this appearance.

END OF SECTION 2-0286

M E M O R A N D U M

DATE: 02-27-96

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: FISH FOR DURANTE PARK

On November 28, 1995 we stocked the pond at Durante Park with approximately 500 goldfish. They were 1" and 2" in size. Cost was $100. Within a week we saw most of them eaten by birds and many others dead on the edge of the pond. Based on our observations I think it safe to assume that they are all dead or gone.

We have checked with three suppliers in the area; Seascape, Petsmart and the Critter Shop. Cost for larger goldfish known as coi run from $3.00/each for the 2" up to $20.00/each for the 6".

The experts at the fish stores have confirmed our thoughts that any of these sized fish would be taken by birds. Further, even if they were a foot long, they would be taken by raccoons, herons, egrets and pelicans. So it appears we could spend a lot of money to stock this pond, based on the price of the fish, and still end up with nothing.

/cmg

LG - See Me ASAP

M E M O R A N D U M

DATE: 02-22-96

TO: Len Smally, P.E., Public Works Director

FROM: Griff Roberts, Town Manager

SUBJECT: Fish for Durante Park

Please proceed at your earliest opportunity to stock the pond at Durante Park with larger gold fish so as to provide an immediate enhancement to that area of the park.

GHR/dhs

$12.00 for 10 lbs.
722-0914
- Nancy -
Seascape
Col 2" - 2.99
" 7 4.99
color (go to 50.00 ea.)

Critter Shop
Col 4-5" 20.00
1" feeders 10 for $1

Petsmart 923-7899

1 1/2 = 2" = 35¢

Col 1" 5.99 progressive.
6" 20.00

RECEIVED
FEB 26 1996
PUBLIC WORKS DEPT.

Jeff

[illegible]

in Novembe 28th month we stocked the pond at DP w/ goldfish. We put approx 150 1" & 350 2" # of fish

Cost was 100.00. We saw ~~90~~ within a week 90% had ~~% floating~~ been eaten by birds 10% died & were floating & others taken by birds? based on what we saw OK it is safe to assume that they are all dead or gone.

we have check, 6 3 gf suppliers in the area Names - ; cost for 2" is cost for 5" is etc.

the experts at the fish stores) confirm our thoughts & any of these sized fish wld be taken by birds. so it appears we cld spend alot of $ to stock ∩ pond ① based ↓ price of the fish ① & still end up with nothing.

Further even if they we a foot long they wld be taken by racoons, herons, egrets & pelicans

142 = 49.70
50.12 = 50.05
99 82

143 35¢

~~357~~ 14¢ = 49.98

359

300 x 35

11/21 ~~11/14~~

11/14 Jeff advised wrong size fish ordered. Big ones did not come in, He'll re-order - should be in next Tues - call him 11/21

11/29/95 fish picked up 9:30. in pond by 11 AM - advised april.

14¢ feeders 1/2 + 1" Petsmart - 7 to P.M.

35¢ larger feed 6" 3 to 4" about 10" long.

Koi

start 4.99 15 + up

10" Sea scape spring + now

6 for 1.00 full grown

5.99 to or 10.00 2 years to spawn

Coy Karp. 3.99 to 80.00

2' 4 or 5 years to spawn

11/22 no fish delivery this week - call Jeff 11/27 to check when coming in.

Jeff.
923-7899
Call Tues PM to see if arrived.

11/21 order didn't come

11-14

NONE

9 AM - till 3 PM

should be in by Noon 11/28

TOWN OF LONGBOAT KEY REQUISITION

____ PO

X REQUEST TO PAY ($500 or less; attach invoice)

____ QUOTATION ONLY

____ FORMAL BID (attach specs)

____ INCREASE PO

ACCOUNT #: ~~615~~ . ~~7500~~ . ~~572~~ . _____ $_____
#: 001 . 2300 . 572 . 4602 $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____

DELIVER TO: _____

FINANCE USE:

Vend # _____

Inv # _____

Desc: _____

Net $ _____

Pay Date _____

Price Ckd _____

FINANCE APPROVAL: _____

DATE _____

QTY	DESCRIPTION	UNIT $	TOTAL $
	GOLDFISH FOR		
	DURANTE PARK POND		100.00
	FISH WILL BE		
	PICKED UP [illegible]		

DEPT. APPROVAL _____ **DATE** 11/6/95 **TOTAL $** 100.00

****

SPECIAL INSTRUCTIONS: ____ attached enclosure, send with check
X give check to Carmen Gustin

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: PETSMART INC quote: _____
address: 4942 TAMIAMI TRAIL SO.
phone: _____ fax: SARASOTA, FL

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

AmerAquatic.

Your lake's best friend.

RECEIVED
SEP 18 1995
PUBLIC WORKS DEPT.

AmerAquatic, Inc.
1061 S.W. 30th Avenue
Deerfield Beach, FL
33442

Inv. No.	29613
Date	09/11/95
Ref.	PO#9466
CID	LKEY01
Page	1

Inv. No.	29613
Date	09/11/95
Ref.	
CID	LKEY01
Page	1

Town of Longboat Key
600 General Harris Street
Longboat Key, FL 34228

Terms: Net 30 Days

Ref.
PO#9466
08/29/95

Qty / Month	Item No. / Scope	Item Description / Area Description	Unit Price	Amount
	PROJECT	Tx for Al,Ch,Tg-Lake #1-Durante Pk		130.00

PAID

PLEASE RETURN THIS PORTION WITH PAYMENT

NEW CHARGES

Freight & Misc.	Non-Taxable	Taxable	Tax	Current Charges
	130.00	.00	.00	130.00

Current Charges 130.00

ACCOUNT SUMMARY

Reflects payments received through	Previous Balance	Service Charges	Total Due

Total Due

Terms. Net 30 days. A service charge of 1-1/2 per cent per month (APR = 18%) will be applied to past due balances.

10-10-1995 10:35 FROM TOWN HALL LONGBOAT KEY TO PUBLIC WORKS P.01

AmerAquatic®
Your lake's best friend.

City of Longboat Key
600 General Harris Street
Longboat Key, FL 34228

August 21, 1995

Attn: Mr. Steve Shields

Re: Lake Management Service

Dear Mr. Shields:

AmerAquatic will provide the below described lake management services for the advance payment sum of $ 130.00. Upon receipt of payment, we will schedule treatment, usually within one week. Our service technician will check-in: (a) with the designated person or (b) mail the Treatment Activity Card, as customer directs.

Work Scope: SPEC: Special Management Program
(1) One treatment for algae, chara and torpedograss

Description:

Mr. Shields to schedule treatment.

cancel treatment and to refund deposit to Customer.

on. Any questions, give me a call.

(signature)

8/18/95

Best regards,

William E. Lloyd

William E. Lloyd
Vice President

cc: Dave Seymour

AmerAquatic, Inc. 1061 Southwest 30th Avenue, Deerfield Beach Florida 33442 • (305) 481-9888
Daytona Beach • Fort Lauderdale • Fort Myers • Jacksonville • Myrtle Beach • Sarasota • Stuart
Toll Free: 800-237-1349
In Florida: 800-432-1349

Durante
383-5265

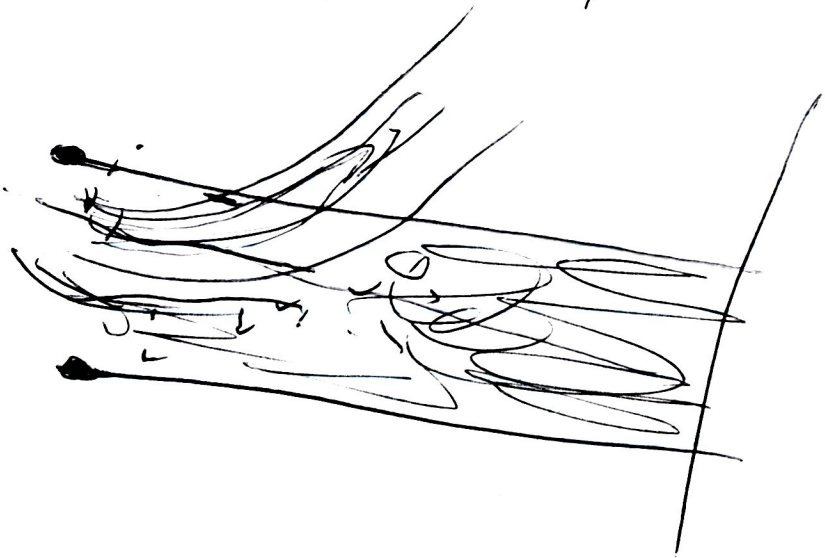
Durant Park

SWANS ↔ Need Memo

☆ Call — Boyer re Goldfish

☆ Call Richard Levin —
Used ~~by~~ in Wee house of
AM ⟹

Broke Port at Overlook



Bill will talk to D-H. on 2-14.

MEMORANDUM

DATE: 02-09-96

TO: Len Smally, Public Works Director
Bill Maddox, Architect

FROM: Deborah Heger, Purchasing Agent

SUBJECT: Response to Written Quotation - Durante Plantings

Only one response was received to the request for quotation on entry and buffer plantings and irrigation work at Durante Park and that quotation ($13,008) is over the formal bid threshold.

Since the other bidders indicated they did not have enough time to bid this within the one week allowed, and since the one response was in excess of the threshold, it will be necessary to go out for formal bid and advertise it to a wider base of potential bidders. Given the feedback from the non-bidders, at least three weeks response time would be necessary; a site visit may be necessary for those not familiar with the location's requirements.

Please advise if you want to rebid this; if you do, do you want to reinstate the original scope? If you provide me with the final specifications and at least 15 sets of drawings (revised scope or original) by Wednesday, 2/14, I can get it into the legal ad for Sunday, 2/18. Please note that I will be out of the office Thursday afternoon, 2/15, until the following Tuesday, 2/20.



Steve Schiller

ORDINANCE 95-09

AN ORDINANCE OF THE TOWN OF LONGBOAT KEY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LONGBOAT KEY IN CHAPTER 92, *BEACHES AND PARKS,* BY ADDING SECTION 92.03, PROHIBITED ACTIVITIES IN JOAN M. DURANTE COMMUNITY PARK; PROVIDING FOR THE PROHIBITION OF CERTAIN ACTIVITIES IN JOAN M. DURANTE COMMUNITY PARK; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Town Code, Chapter 92, *BEACHES AND PARKS,* is amended to include Section 92.03, *PROHIBITED ACTIVITIES IN JOAN M. DURANTE PARK,* to read as follows:

SECTION 92.03 PROHIBITED ACTIVITIES IN JOAN M. DURANTE COMMUNITY PARK.

No person entering on and using the public property known as the Joan M. Durante Community Park shall do any of the following.

(A) Bed down on the premises; i.e., set up tents, shacks, or any other temporary shelter for the purpose of camping.

(B) Engage in the activity of skateboarding.

(C) Engage in the activity of rollerblading.

(D) Bring a bicycle into the pavilion or engage in bicycling on the handicap ramp.

(E) Be present on the premises from dusk to dawn daily. This section shall not apply to authorized personnel and vehicles, meaning all official State, County, and Town personnel and vehicles engaged in police and fire protection and maintenance duties.

Section 2. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 3. All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

Section 4. This Ordinance shall become effective immediately upon second reading and adoption.

Passed on first reading this 1st day of May, 1995.

Passed and adopted on second reading and public hearing this 5th day of June, 1995.

MAYOR

ATTEST:

Patrizia L. Arends
TOWN CLERK

MADDOX & ASSOCIATES ARCHITECTS, P.A.
1266 FIRST STREET - SUITE 9
SARASOTA, FL 34243

(813) 955-7358
FAX (813) 955-7360

LETTER OF TRANSMITTAL

DATE	JOB NO
01/30/96	92008

ATTENTION: LEN SMALLY

RE: DURANTE PARK

TO TOWN OF LONGBOAT KEY

501 BAY ISLES RD.

LONGBOAT KEY, FL 34228

WE ARE SENDING YOU [X] Attached [ ] Under separate cover via _____ the following items:

[ ] Shop Drawings [ ] Specifications [ ] Plans [ ] Prints

[ ] Copy of letter [ ] Change order [ ] _____

COPIES	DATE	NO.	DESCRIPTION
1	01/25/96		DURANTE PARK - ENTRANCE PLANTING PLAN & SPECIFICATIONS

RECEIVED
JAN 30 1996
PUBLIC WORKS DEPT.

THESE ARE TRANSMITTED as checked below:

[ ] For approval [ ] Approved as submitted [ ] Resubmit _____ copies for approval

[X] For your use [ ] Approved as noted [ ] Submit _____ copies for distribution

[ ] As requested [ ] Returned for corrections [ ] Return _____ corrected prints

[ ] For review and comment [ ] _____

[ ] FOR BIDS DUE _____ 19 _____ [ ] PRINTS RETURNED AFTER LOAN TO US

REMARKS Len - These drawings and specifications have been sent to Deborah Heger for bidding to the following companies: Turner Tree and Landscape, Young's Landscape and Irrigation & Marvin's Garden & Landscape Service Inc. We anticipate the cost to be under $10,000 (not including the Canary Island Date Palms). Call me if you have any questions

COPY TO FILE

SIGNED: WILLIAM E. MADDOX

If enclosures are not as noted, kindly notify us at once.

TO: LEN
FROM: DEBORAH
SUBJECT: Durante Plantings

DATE: 31 JAN 1996
TIME: 04:37 PM

David Johnston will have drawings and project manual (revised to smaller scope) to me by noon Friday. I will have the bid documents prepared and ready for pick up shortly after. If you get a chance to inform your contacts at the following companies to pick up the documents after 12 on Friday, we will schedule the bid to close on Friday, 2/9.

Turner Tree and Landscape - 745-2101
Marvins Garden and Landscape - 371-2650
Youngs Landscape & Irrigation - 383-2182

Thanks, Deborah

CG — did 2/1/96 ✓ Call each. Tell about bid — (±) $8000 of landscaping in front area of Durant. They should call (DH) before coming out Fri. to make sure she has documents.

TOWN OF LONGBOAT KEY, FLORIDA

INVITATION TO BID #96-003

The Town of Longboat Key, Florida, is accepting sealed bids for:

BID #: 96-003 TITLE: Joan M. Durante Community Park Entry and Buffer Landscaping & Irrigation

BID SUBMITTAL DEADLINE AND BID OPENING: 2:00 p.m., February 23, 1996

MANDATORY SITE VISIT: 10:00 a.m., February 20, 1996

Bids will be received until 2:00 p.m. local time on Friday, February 23, 1996. A public opening of all bids will be held at that time in the Purchasing Department, 501 Bay Isles Road, Longboat Key, FL 34228. Fax: 941-383-7231. Telephone: 941-383-3721, ext. 236. TDD telephone: 941-383-3725.

Bids received after the scheduled time for opening will not be considered, but can be claimed by the owner within 10 days of the opening. After that time, they will be destroyed.

Bid documents are enclosed and also are available for examination in in the Purchasing Department. All bids shall be submitted in TRIPLICATE within a sealed envelope, plainly marked with "Bid #96-003, Durante Park," and mailed or delivered to the Purchasing Department. To be considered, the bid must meet or exceed all bid specifications.

A MANDATORY site visit will be conducted at 10:00 a.m. at the site, Tuesday, February 20, 1996. The site, Joan M. Durante Community Park, is located at 5550 - 5568 Gulf of Mexico Drive, Longboat Key, Florida. Reviewing bid documents prior to the conference is recommended; however, if you intend to obtain bid documents at the site visit, you must notify Purchasing in advance so a copy will be available for pick up at that time.

A bid bond in the amount of 5% of the bid price will be required.

A Performance and Payment Bond of % of the contract amount will be required.

BUDGETED: $

A contract is to be awarded to the lowest responsive and responsible bidder after bid evaluations have been completed. Competitive sealed bidding is conducted pursuant to Town Charter, Chapter 38, Purchasing Department's administrative procedures, and applicable sections of Chapter 287 of Florida Statutes. The Town of Longboat Key reserves the right to accept or reject any or all bids, to waive any informalities or minor irregularities in the bid process, and to postpone the award of the contract for a period of time not to exceed 45 days from the bid opening date.

published: 2/4/96, Sarasota Herald Tribune

BID DOCUMENTS INDEX

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General Instructions to Bidders	B-1
Specific Instructions to Bidders	C-1
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Contract Times	C-8
Commencement of Work	C-9
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Bid Evaluation and Award	C-11

Submitted Bid forms, Pages 1 - 8
Forms of Affidavit and Organization Structure

Technical Specifications

Construction Drawings (separate)

DEFINITIONS

Addenda - Written or graphic instruments issued prior to the opening of bids, which clarify, correct, or change the bidding requirements or the contract documents.

Amendment - Written modification to the contract documents, signed by Town and Contractor, on or after the effective date of the contract and normally dealing with non-engineering or non-technical aspects of the work.

Architect - Maddox & Associates, or its representative, David W. Johnston Associates, Landscape Architect.

Bid Documents - The public notice, Invitation to Bid, Index, Definitions, General Instructions to Bidders, Specific Instructions to Bidders, Technical Specifications, submitted bid forms, addenda issued prior to public bid opening, and plans, drawings and other material provided as bid documents to define the work.

Change Order - Written recommendation by Architect, signed by Contractor and Town, which authorizes an addition, deletion, or revision in the work, or an adjustment in the contract price or the contract times, issued on or after the effective date of the contract.

Contract - The purchase order issued by the Town to contractor covering the work to be performed, including all contract documents.

Contractor - Person, firm, or corporation with whom Town has entered into the contract.

Defective - An adjective which when modifying the word "work" refers to work that is unsatisfactory, faulty, or deficient in that it does not conform to the contract documents.

Drawings - Drawings as specifically referred to as such (or as "plans") in these documents or addenda are produced by the Architect. Drawings or plans issued after the execution of the contract to explain further or to illustrate, or to show changes in work, will be known as "supplementary drawings" and shall be binding upon the Contractor with the same force as the drawings.

Final Completion - The stage at which all incomplete and defective work has been completed or corrected in accordance with contract documents.

Notice of Bid Action - Written notice by Town to all bidders stating the apparent successful bidder. A purchase order will be executed by the Town upon compliance by the apparent successful bidder with conditions set forth in the bid documents.

Notice to Proceed - Written notice given by Town to Contractor (with copy to Architect) fixing the date on which the contract times will commence to run and on which Contractor shall start to perform Contractor's obligations under the contract.

Permits - Permits that are the responsibility of the Contractor include, but are not limited to: electrical, plumbing, and tree permits, which are all to be obtained from the Town. Town permit fees will be waived.

Specifications - Technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and applicable administrative details. Includes drawings provided as part of the bid documents.

Subcontractor - Individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

Substantial Completion - The work (or a specified part thereof) has progressed to the point where, in the opinion of Architect as evidenced by Architect's definitive certificate of substantial completion, it is sufficiently complete and in accordance with the contract, so that the work (or a specified part) can be utilized for the purposes for which it is intended; or, if no such certificate is issued, when the work is complete and ready for final payment.

Town - The Town of Longboat Key, Florida, a Florida municipal corporation represented by its Mayor, Town Manager, and Town Commission, party of the first part, or such other Town official as shall be duly empowered to act for the Town on matters relating to the contract. [Also known as "Owner."]

Unit Price Work - Work to be paid for on the basis of unit prices. \RULER

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TOWN OF LONGBOAT KEY, FLORIDA
GENERAL INSTRUCTIONS TO BIDDERS, BID #96-003

For information or questions concerning this bid, contact Purchasing Department, 501 Bay Isles Rd., Longboat Key FL 34228. FAX: 941-383-7231, PHONE: 383-3721.

1. **SUBMISSION OF BID**

a) Bid forms and any additional documentation required by the bid specifications must be executed and submitted in a sealed envelope to the Purchasing Department, 501 Bay Isles Road, Longboat Key FL 34228. The face of the envelope shall show the bid number and bid item. Bids not submitted in this manner may be rejected. Submitted bids shall remain in effect for 120 days after the bid opening.

b) All bids shall be opened in public by the Purchasing Agent or her designee, in the presence of a representative from Finance Department at the specified time and place.

c) A bidder may withdraw a bid any time prior to the public opening upon delivery of a written request to the Purchasing Agent.

d) Bid must contain a manual signature of authorized representative in space provided. All corrections made by bidder to his bid price must be initialed by same. If the bid is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

e) Bids, including all attachments and requested documentation, must be submitted in TRIPLICATE (one original and two copies).

f) The Town assumes no responsibility for bids received after the advertised bid opening or at any office or location other than that specified herein, whether due to mail delays or other reasons. Bids may be faxed, if authorized by fax in advance by Purchasing. Only the portion of the faxed bid that has been received by the bid opening time, as determined by the Purchasing Agent, shall be considered as "the bid" and evaluated; balance of the fax transmission shall be rejected as late and not evaluated.

g) All submitted material will be subject to Florida's Public Records Law. Bidder acknowledges that all information contained within its bid is part of the public domain, as defined by State of Florida Sunshine and Public Record Law. No information should be labeled confidential unless exempted under said law.

Pursuant to Florida Statute 119.07 (3)(P), all bid documents relating to this bid/request for proposal are exempt from public record for ten days or until such time as the Town declares intent with regard to disposition, whichever comes first. Bid tabulations will be furnished upon written request with an enclosed, stamped, self-addressed envelope. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

h) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshhold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Current level for CATEGORY TWO is $10,000.

i) Any person requiring a special accommodation at the Town Hall because of a disability should call the Purchasing Department at least five working days prior to the bid opening at 941-383-3721 (voice) or 941-383-3725 (TDD for persons with hearing or speech disabilities).

2. **BID AWARD**

a) Bid shall be evaluated by the selection committee based on all submitted information and pursuant to the criteria stated in this paragraph and the Specific Instructions. Town may conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the bid documents to the Town's satisfaction within the prescribed time. The Town reserves the right to reject bids based upon insufficient qualifications, as determined by the Town.

b) The Town of Longboat Key reserves the right to reject any or all bids, in whole or in part, for any reason whatsoever, and to re-let the bid at the Town's discretion. The Town reserves the right to waive and/or accept minor irregularities when, in the sole opinion of the Town, such waiver or acceptance is deemed to be in the best interest of the Town.

c) Only additional terms or conditions necessary for clarification of bid requirements will be evaluated or considered. After bid opening, the Town may request such additional information as required to award bid. No deviations from specifications will be accepted; no alternate bids will be accepted unless requested in the specification or bid form. Such bids will be deemed non-responsive.

d) The Town reserves the right to sever a portion or portions of the work prior to award or by change order during the term of the contract. All elements of work bid as unit prices which are not severed shall be performed at the unit price stated in the awarded bid. All elements of the work bid as a lump sum price which are not severed shall be performed at the lump sum price stated in the awarded bid. Contractor shall not be entitled to claim or receive payment for the severed work or for damages of any nature arising from the severance of such work. The scope of work, contract price, and contract times, where necessary, shall be modified to reflect any such severance.

e) Preference may be given to businesses with drug free workplace programs whenever identical bids (price, quality, service) are submitted; bidder shall certify that the program complies with the requirements in Section 287.087, Florida Statutes. Information about the program shall be included with the bid. At the sole discretion of the Town, payment terms and other consequential information may be utilized in resolving apparent tie bids.

f) A responsible and responsive bid will be considered as one which meets or exceeds bid specifications, including these general instructions, and which is submitted by a bidder capable of performing requirements as stated in the bid documents. General requirements for a "responsible bidder": adequate financial resources to perform the contract; able to provide delivery or performance; satisfactory performance record; satisfactory record of integrity and business backing; necessary organization, experience, accounting and operational control; necessary production/construction and technical facilities; otherwise qualified and eligible to receive award under applicable laws and regulations. The bidder's ability to meet these requirements shall be solely the determination of the Town. An "unresponsive bidder": fails to attend mandatory pre-bid conference or other mandatory meetings as required by the documents; fails to specifically include information required by Specifications; bid is not signed by bidder; bid does not include information specifically required in the bid documents; bid contains pricing irregularities; otherwise unqualified. Lack of responsiveness shall be solely the determination of the Town.

g) Bidder is responsible for accuracy of bid. In case of mistake in extension, unit price will govern. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof, will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

h) Award of bid will be posted in a Notice of Bid Action and mailed to all responding bidders. The bid protest process is as adopted in Town Resolution 93-14.

i) Bid award shall further be based on the criteria as stated in Specific Instructions to Bidders.

3. **DISQUALIFICATION OF BIDDERS**

Any of the following causes, but not limited to, may be considered as sufficient for the disqualification of a bidder and the rejection of his bid:

a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names;
b) Evidence of collusion among bidders, or previous participation in collusive bidding on work for the Town;

c) Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items;

d) Uncompleted work for which the bidder is committed by contract which, in the judgment of the Town, might hinder or prevent the prompt completion of the work under this contract if awarded to such bidder;

e) Material misrepresentation.

4. **INTERPRETATIONS OF DATA**

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any bidder, except for what is provided in the bid documents or by written addendum.

5. **OMISSIONS AND ERRORS IN BID DOCUMENTS**

Any questions concerning bid specifications shall be in writing to the Purchasing Department and delivered at least 10 days prior to bid opening. If any questions or responses require revision to the solicitation as originally published, such revisions will be by written addendum only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the Purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.

a) The bidder shall carefully study the bid documents and from his/her own investigations, satisfy him/herself as to the nature, location, and route of the work; the character, quality, and quantity of material; the kind and extent of equipment and other facilities needed for the full and satisfactory performance of the work; the general and local conditions, surface and underground obstructions, and all difficulties which may reasonably be encountered; and all other items which may in any way affect the work or his/her performance. The bidder shall promptly report in writing to the Town any error, inconsistency, conflict, ambiguity, discrepancy, or omissions which bidder has discovered in or between the bid documents and other related

documents.

b) If necessary, a written addendum will be forwarded to each bidder on record to clarify submitted questions about the specifications. A bidder on record is one who is listed on the bid list and has been provided an invitation to bid; if a mandatory bid conference has been conducted, only bidders in attendance shall be considered bidders on record.
c) A written protest of the specifications shall be filed (faxes accepted) within 72 hours after the receipt of the specifications, but no later than 10 days prior to the public opening. Failure to file a notice of protest on the specifications shall constitute a waiver of proceedings. The protest shall state with particularity the facts and law, if any, upon which the protest is based.

6. **ESTIMATED QUANTITIES**

When applicable and unless specifically addressed in the Specific Instructions, the estimated quantities of work to be done and materials to be furnished under this contract are to be considered as approximate only and are to be used solely for the comparison of bids. The Town does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities. Payment to the awarded bidder will be made only for the actual quantities of work performed and material furnished in accordance with the contract and it is understood that the quantities may be changed as provided in the bid documents without in any way invalidating any of the unit or lump sum prices bid.

7. **TAXES**

Goods and services sold to the Town under this bid shall be less all federal, state, and local taxes since the Town has tax-exempt status (State Sales and Use Tax Exemption Certificate Number: 51-06-028319-54C). Unless otherwise specified in the bid documents, the Town is not authorizing the awarded bidder to act as the Town's agent for purchasing the materials, labor, services, supplies, or equipment required for the specified work. As a result, the awarded bidder will be responsible for all applicable taxes on goods and services purchased to perform the work.

8. **DELIVERED PRICES**

Bid prices shall include all costs for furnishing commodities or services in accordance with specifications, including handling and shipping charges and inside delivery to the destination(s) specified in the bid documents.

9. **INSPECTION, ACCEPTANCE, AND TITLE**

Unless otherwise specified in the bid documents, inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the Town, unless loss or damage results from Town's

negligence. The contractor shall be responsible for filing, processing, and collecting all damage claims.

10. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS**

Unless otherwise specified in the bid documents, whenever an item of material or equipment is specified or described in the bid documents by using the name of a proprietary item or the name of a particular supplier, the specification is intended to establish the type, function, and quality required, and is not intended to limit competition. Unless specifically barred by the bid documents, bidder may offer any equivalent for which he is an authorized representative and which meets or exceeds the specifications, as soley determined by Town. At Town's request, bidder shall submit additional information about the proposed equivalent. Town reserves the sole right to determine acceptance of the item as equivalent.

11. **SAFETY STANDARDS**

It is the intent that all specifications are in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of equipment being provided. This includes but is not limited to Federal, MVSS, MVSS and EPA standards and Florida requirements for external noise control that apply to the type of equipment being provided. If an apparent conflict exists, the bidder must contact the Purchasing Department immediately. All manufactured items, fabricated assemblies, and the performance of work shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In addition, any Federal and State legislation which should become effective regarding equipment safety shall immediately become part of this contract. Contractor shall have the option to meet or exceed any such safety standard or withdraw his bid.

12. **WARRANTY OF TITLE**

Awarded bidder warrants and guarantees that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the Town no later than the time of payment free and clear of all liens.

13. **JUDICIAL REVIEW**

Except as specifically provided within the bid documents or contract documents, all disputes between the parties relating to a contract that follows from this bid, shall be decided by a court of competent jurisdiction. Such contract is to be governed by the law of the State of Florida. In the event of litigation, venue shall be in Sarasota County, Florida.

14. **CONFLICT OF INTEREST**

Subject to the provisions of Chapter 112, Florida Statutes, all bidders must disclose with their bid the name of any officer, director, agent, or shareholder who is also an employee of the Town of Longboat Key. All bidders must disclose the name of any Town employee who owns directly or indirectly an interest of 5% or more in the bidder's firm or any of its branches.

15. **DISCLOSURE - ADVISORY BOARD MEMBER OF TOWN**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the Town from holding any employment or contractual relationship with any business entity doing business with the Town. Section 112.313(12) provides that an advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be submitted as part of the bid.

a) Bid is awarded under a sealed, competitive bidding to lowest or best bidder system. Advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Bid for Public Business," a copy of which is available from the Town's Purchasing department.

b) Advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade the Town or any of its personnel to enter into such a contract other than by the mere submission of the bid.

c) Advisory board member, spouse, or child is required to have in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder.

16. **NOTICE**

Where notice is required to be provided under any contract arising from this bid, and no other provision for notice is expressly made in such contract, notice shall be deemed validly given if delivered in person to the individual or member of the organization for which it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17. **CALENDAR TIMES**

When any period of time is referred to in the contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

A calendar day of 24 hours measured from midnight to the next midnight will constitute a day.

18. **COPYRIGHT**

The contractor shall irrevocably transfer, assign, set over, and convey to the Town all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copy-rightable works created pursuant to the contract awarded under this bid. The contractor further agrees to execute such documents as the Town may request to effect such transfer or assignment. Further, the contractor agrees that the rights granted to the Town by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

19. **REPORT STANDARDS**

Reports or written material prepared by the contractor in response to the requirements of the contract awarded under this bid shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Town representative, and shall be submitted in draft form for advance review and comment by the Town representative. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

CONSTRUCTION DRAWINGS

Blueprint Sheets L-1 and L-2

SUBMITTED BID FORMS

Submitted Bid forms 1 through 11
Forms of Affidavit and Organization Structure

TECHNICAL SPECIFICATIONS

Division 0: General Conditions

Division 2: Sitework

Construction Drawings (Blueprints L-1 and L-2)
TOWN OF LONGBOAT KEY, FLORIDA
SPECIFIC INSTRUCTIONS TO BIDDERS, BID #96-003

1. **GENERAL SCOPE OF WORK**

The Town of Longboat Key is accepting sealed bids from experienced, Florida-registered contractors to provide labor, materials, and equipment necessary for grading, landscaping, planting, and irrigation system at the entry and buffer zones of the Joan M. Durante Community Park, a Town-owned property located at 5550 - 5568 Gulf of Mexico Drive, Longboat Key, Florida. The Town reserves the right to determine the priority of the work.

Bid shall be a lump sum, with the unit costs provided for the purpose of adding to or subtracting from the awarded bid and/or contract. One contract will be awarded for all work. The Town's Architect and on site representative for this project is Maddox and Associates.

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The Town has a budget of $_____, inclusive, for this scope of work, and anticipates the work to be substantially completed within __ days from Notice to Proceed.

ONE ORIGINAL AND TWO COMPLETE DUPLICATES OF THE BID ARE TO BE SUBMITTED.

2. **PRE-BID CONFERENCE AND SITE VISIT**

A MANDATORY site visit will be conducted at 10:00 a.m. at the site, Tuesday, February 20, 1996. The site, Joan M. Durante Community Park, is located at 5550 - 5568 Gulf of Mexico Drive, Longboat Key, Florida. Reviewing bid documents prior to the conference is recommended; however, if you intend to obtain bid documents at the site visit, you must notify Purchasing in advance so a copy will be available for pick up at that time. Bidder's representative shall be required to attend in order to qualify as a responsive bidder. Only bidders attending the mandatory site visit will be provided with addenda, if any, to the bid documents.

3. **MINIMUM QUALIFICATIONS**

3.1 Bidders (and subcontractors of bidders) shall be qualified contractors with all necessary licenses, registrations, and certifications to work in Florida and in Sarasota and Manatee Counties, and shall state all licenses, registrations, and certifications held at time of submission of bid.

3.1.1 Bidder shall submit a complete list of equipment and hourly rates for supervisors, laborers, and equipment with operators as bidder deems necessary to appropriately complete the work.

3.2 Bidders shall submit a list of their most recent five clients and a summary of the work performed for each.

3.3 Bidder shall submit a list of all subcontractors to be used on the work and identify which section of work each subcontractor will perform. Upon Notice of Bid Action, bidder may be required to provide up to three references for each subcontractor from previous clients for whom similar work was performed with the last five years. Town reserves the right to reject any subcontractor and require a replacement that is acceptable to the Town. Any such replacement shall not affect the bid prices.

3.4 Bidders shall submit the following information pertaining to the structure and nature of its organization:

3.4.1 If the organization is a corporation, the bidder shall submit written disclosure of (1) how long the bidder has been in business, both under its present business name and any other names; (2) other or former names under which the organization has operated; and (3) the State of incorporation together with the date of incorporation and the names of each corporate officer at time of bid submission.

3.4.2 If the organization is a partnership or joint venture, the bidder shall submit (1) how long the bidder has been in business, both under its present business name and any other names; (2) other or former names under which the organization has operated; and (3) the State in which the partnership or joint venture was formed together with the date such partnership or joint venture was formed and the names of each general partner of the partnership or joint venture at the time of the bid submission.

3.4.3 If the organization is a sole proprietorship or otherwise individually owned, the bidder shall submit (1) how long the bidder has been in business, both under its present business name and any other names; (2) other or former names under which the organization has operated; and (3) the State in which the organization was formed and the name of the owner at the time of bid submission.

3.5 Bidder shall submit a list of all judgments, claims, arbitration proceedings, or suit pending or outstanding involving its organization or its officers. The list shall also include with limitation, any law suits or requests for arbitration by bidder's organization or against bidder's organization or its officers with regard to construction contracts within the last five years.

3.6 Bidder shall submit a list of any officer, general partner, or principal of its organization which has been an officer, general partner, or principal of another organization which failed to complete a construction contract within the last five years.

3.7 The Town is interested in awarding this bid only to an organization that is financially sound; in order to demonstrate financial capacity the awarded bidder shall submit to the Finance Director a financial statement <u>which will be due the first business day after the Notice of Bid Action is issued</u> and prior to execution of the contract. The financial statement, preferably audited, shall be for the organization which is submitting the bid and shall include the following items: current and net fixed assets and any other assets; current liabilities, long term liabilities, and other liabilities; and name and address of firm preparing the financial statement and the date of preparation. The financial information provided by the awarded bidder goes to the issue of bidder responsibility. The bid award will be contingent upon the Town's approval and acceptance of the bidder's submitted financial information, at the Town's sole discretion; if not approved, the Town reserves the right to rescind the award and make award to the next lowest responsive and responsible bidder.

3.7.1 If the submitted financial statement is not for the organization which submitted the bid, the awarded bidder shall submit a written binding statement (1) detailing the nature of the relationship and financial responsibility between the organization which submitted the bid and the organization whose financial statement is provided (e.g., a parent-subsidiary relationship); and (2) guaranteeing that the organization whose financial statement was provided shall act as the guarantor of the contract for construction.

3.7.2 If the organization is newly formed and does not have sufficient history to provide a financial statement, personal financial statements of the responsible parties (e.g., partners) will be required.

3.7 Information applicable to 3.4, 3.5, 3.6, and 3.7 above should be supplied using the forms provided in the Submitted Bid section and any necessary attachments.

4. MINIMUM REQUIREMENTS FOR BIDDERS

4.1 All bidders are required to review these specifications and personally examine the site to inform themselves as to all conditions. Failure to do so will in no manner relieve the successful bidder from the necessity of furnishing all materials or performing any of the work, as may be required to carry out and complete specified work in accordance with the intent and meaning of these specifications. Each bidder shall attest by signature on the bid forms provided that he has reviewed these specifications and fully understands there will be no recourse for negligence or oversight for not doing so.

4.1.1 The bidder shall determine by site investigation any necessary work not specifically called for, but necessary to satisfactorily complete the work. No additional compensation will be granted because of any difficulties which may be encountered on the site in the execution or maintenance of any portion of the work. (See General Conditions, page 0-0008-6, paragraphs 17.1, 17.2).

4.1.2 Any damages to underground or above ground utilities or to any property of the Town or other contractor shall be repaired or replaced immediately at the responsible contractor's expense.

4.1.3 Any damage caused to underground installations of another contractor shall be back-charged to that contractor if such installations are not located in accordance with plans.

4.2 The bidder is responsible for obtaining all required certifications, licenses, registrations, or other regulatory approvals that are necessary to perform the service or provide the commodity that is the subject of this bid. Longboat Key permit fees, if any, will be waived.

4.3 There is no requirement for a construction office in the field.

4.4 The Total Base Bid is to be the price for completion of the work within ___ days from the time contract times commence to run, based on a work schedule of 8:00 a.m. to 5:00 p.m., Monday through Friday, (excluding holidays).

4.5 Specifically for this bid, proposed substitutions, also referred to as equivalents or or-equals, to specifications must be approved by the Architect prior to submittal of the bid. Bidder shall make such request in writing to the Purchasing Department no later than _____. Architect will provide a written decision to Purchasing by _____. Purchasing will fax this decision to the fax number provided by the bidder at the _____ mandatory pre-bid conference. The Town reserves the right to approve Architect's recommendation for substitutions subsequent to the award as a result of exigencies.

4.6 The awarded bidder shall coordinate this work with the other contractors on the Durante Park project.

4.7 All other requirements are specified in the bid documents as enclosed or as subsequently amended by addendum.

5. **INSURANCE**

5.1 Contractor shall obtain and maintain through the life of this contract the following insurance upon bid award with an insurance carrier approved and licensed by the Insurance Department of the State of Florida in the following areas (or offeror may submit proof of such insurance with proposal):

5.1.1 Workers' Compensation Insurance per the statutory requirement (or exempt waiver).

5.1.2 Employer's Liability:
Bodily Injury - $500,000 each employee

5.1.3 Comprehensive General Liability Policy:
Bodily Injury Liability:
$1,000,000 each occurrence,
$1,000,000 annual aggregate

Property Damage Liability:
$500,000 each occurrence,
$500,000 annual aggregate

5.1.4 Contractual Liability Insurance:
Bodily Injury Liability:
$1,000,000 each occurrence,
$1,000,000 annual aggregate

Property Damage Liability:
$500,000 each occurrence,
$500,000 annual aggregate

5.1.5 Town's and Contractor's Protective Liability Insurance:
Bodily Injury Liability:
$1,000,000 each occurrence,
$1,000,000 annual aggregate

Property Damage Liability:
$500,000 each occurrence,
$500,000 annual aggregate

5.1.6 Automobile Liability:
Bodily Injury Liability:
$500,000 each person,
$1,000,000 each occurrence

5.2 The Town of Longboat Key shall be named as additional insureds on all liability policies. The insurer shall agree to waive all rights of subrogation against the Town of Longboat Key.

5.3 Insurance requirements itemized in this section required from contractor shall be provided by or in behalf of all subcontractors to cover their operations performed. The contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

5.4 Bid award will be subject to proof of insurance, in the form of certificates of insurance, being provided to the Town within 15 days of the posted date of the Notice of Bid Action, and subject to acceptance of certificates by Town's Risk Manager.

5.5 The certificates of insurance shall provide 30 days written notice for any change, cancellation, or non-renewal.

6. **INDEMNIFICATION**

6.1 The Town of Longboat Key shall not be responsible for property damage, personal injury, or death to persons, which occurs without fault on the part of the Town, as a result of or incident to the performance of the awarded bidder. The awarded bidder shall indemnify and hold harmless the Town, its officers, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work, provided that any such claim, cost, loss, or damage is (1) attributable to bodily injury, sickness, disease resulting therefrom, and (2) is caused in whole or in part by negligent act or omission of awarded bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

6.2 In any and all claims against the Town, its officers, employees, agents, and other consultants of each and any of them by any employee (or the survivor or personal representative of such employee) of awarded bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation in paragraph 8.1 above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for awarded bidder, any subcontractor, any supplier, any person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.3 The indemnification obligations of the awarded bidder shall not extend to the liability of the Town's consultants and other agents or employees of each and any of them caused by the professional negligence, errors or omissions of any of them.

6.4 All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the contract, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion and acceptance of the work and termination or completion of the contract.

7. **MINIMUM REQUIREMENTS FOR AWARDED BIDDER**

7.1 The successful bidder shall obtain and provide to the Town, as required in these Specific Instructions, all required types of insurance within 15 days of Notice of Bid Action.

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7.2 All work shall conform to all existing Town codes and regulations. The work must be accomplished with professional methods and standards of the trade. Work must be substantially completed within ___ days from authorization to proceed, barring justifiable delays.

7.2.1 Justifiable delays will not count against the contractor. Justifiable delays are changes in the work ordered by the owner, labor disputes, fire, unavoidable casualties, or any cause beyond the contractor's control.

7.2.2 If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantitating that weather conditions were abnormal for the period of time and could not have been reasonably antiticpated, and that weather conditions had an adverse effect on the scheduled construction. Requests for extension of construction time due to adverse weather condtiions shall include U.S. Weather Bureau Climatological Reports for the months involved, plus a report indicating the average precipitation, temperature, etc., for the past ten years from the Sarasota-Manatee Airport Reporting Station. The ten year average will be the basis for determining the number of adverse weather days and the effect resulting therefrom on construction which the contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time, provided, however, if the Town determines that the seasonal averge of adverse weather days during construction is less than would normally be expected, no change order shall be issued and the request for extension of time shall be denied.

7.3 Completion of the work shall include final cleanup of the work site.

7.4 Upon authorization to proceed, the contractor shall continuously and expediently proceed with vigorous prosecution and completion of the job.

8. **EXECUTION OF CONTRACT**

8.1 With the Notice to Proceed, Town will issue purchase order which shall incorporate the terms of this bid and the awarded bidder's submitted bid.

8.2 Town will provide Contractor five copies of the contract drawings at no cost for use during construction. Additional copies will be furnished at the cost of reproduction and postage.

9. **CONTRACT TIMES**

9.1 The contract times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 10 days after the effective date of the contract. In no event will the contract times commence to run later than the 120th day after the day of bid opening or the 10th day after the effective date of the contract, whichever is earlier.

STOP

9.2 Substantial completion is required _- days from the date the contract times commence to run, as stated in the Notice to Proceed. Completion of the work is required 30 days from substantial completion.

10. **COMMENCEMENT OF WORK**

10.1 Contractor shall start to perform the work on the date when the contract times commence to run, but no work shall be done by the Contractor at the site prior to the contract times.

10.2 Before undertaking each part of the work, Contractor shall carefully study and compare the contract documents and verify pertinent information, all applicable field measurements, and all other information made available by the Town as part of the bid documents. Contractor shall promptly report in writing to Architect any conflict, error, ambiguity, or discrepancy which Contractor may discover, and shall obtain a written interpretation or clarification from Architect before proceeding with any work affected thereby.

11. **PAYMENT**

For payment provisions, refer to General Conditions, page 0-0008-10, in the Technical Specifications. \f

12. **LIQUIDATED DAMAGES**

12.1 The parties to the contract agree time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the Town for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time allowed therefor, shall be the amount stated below per day, including Saturdays, Sundays, and legal holidays.

12.2 The parties specifically agree that the liquidated damages provided for herein, do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision

occasioned by the failure of the Contractor to complete the work within the time fixed for completion herein. The amount of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefor.

12.3 If Contractor fails to complete the work within the time stated for substantial completion in the contract, or within any extension of time granted by Town, Contractor shall pay to Town as liquidated damages the sum of $150.00 for each day of delay and shall continue such payment until satisfactory completion of the work. This amount represents an estimate of Town's damages for loss of use and administrative costs associated with delay.

13. **ESTIMATED QUANTITIES**

13.1 Where quantities are shown on the drawings, include in the total base bid an amount equal to the unit price times the quantity shown; the unit price will be used if necessary to adjust the quantity.

13.2 Where actual quantities will be confirmed by field measurement, the unit prices will be used to adjust the contract sum when the quantity is less than 90 percent or greater than 110 percent of the amount indicated on the drawings.

13.3 If the actual quantity of a particular item of unit price work is so different from the estimated quantity that use of the unit price with the actual quantity will be notably unfair to either the Town or the contractor, the unit price shall be adjusted.

14. **BID EVALUATION AND AWARD**

Bid shall be evaluated by the selection committee based on all submitted information. Award will be to the responsive and responsible bidder with the lowest bid price for the work that is awarded. The Town reserves the right to reject bids based upon insufficient qualifications, as determined by the Town.

14.1 The Town reserves the right to reject a bid if it is not made on the enclosed Bid forms.

14.2 The Town reserves the right to sever a portion or portions of the work prior to award or by change order during the term of the contract. All elements of work bid as unit prices which are not severed shall be performed at the unit price stated in the awarded bid. All elements of the work bid as a lump sum price which are not severed shall be performed at the lump sum price stated in the awarded bid. Contractor shall not be entitled to claim or receive payment for the severed work or for damages of any nature arising from the severance of such work. The scope of work, contract price, and contract times, where necessary, shall be modified to reflect any such severance.

TOWN OF LONGBOAT KEY, FLORIDA

SUBMITTED BID #96-003

The undersigned bidder declares that the only person or parties interested in this bid as principals are those named herein, that this bid is made without any understanding, contract, or connection with any other person, firm, or corporation providing a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. The bidder understands that this bid must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection unless advance written approval for a faxed signature is given by the Purchasing Agent.

Bidder undersigned represents that the bidder accepts, and that this bid complies with, the bid documents; that bidder has carefully examined the proposed forms of Agreement and Bonds, the Contract Drawings, and Specifications for the designated work, and all other bid documents. Bidder affirms that bidder has carefully examined the location of the designated work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality, and the quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

Bidder undersigned proposes, and agrees if this bid is accepted, that he will contract with the Town in the form of the copy of the Agreement included in these bid documents, to provide all necessary machinery, tools, apparatus, and other means of construction necessary to do all the work, and furnish all the materials and equipment specified or referred to in the bid documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, bidder must disclose with proposal the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Bidder must disclose on an attachment (provided by bidder) entitled **"Submitted Bid Conflict of Interest"** the name of any Town of Longboat Key employee who owns, directly or indirectly, a 5% or more interest in the bidder's firm or any of its branches, or in the firm of any subcontractor to this bid. Absence of such an attachment represent bidder's certification of no such employee.

Bidder acknowledges receipt of the following addenda issued during the bidding period; the cost of which, if any, is included in the base bid.

ADDENDUM #	ADDENDUM DATE
_____	_____
_____	_____
_____	_____

BIDDER:_____

Doing Business As:_____

Business Address:_____
City _____ State _____ Zip_____

Fax:_____ Phone:_____

_____
(Bidder typed name and signature)

Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities and minor irregularities in the bidding. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 days after the scheduled bid opening.

Having carefully examined the bid documents, bidder agrees to the terms and proposes to furnish all labor, material, and equipment for the entire work (including mobilization and demobilization), and to execute the contract documents and furnish the required Performance and Payment Bond, and will completely perform the work in strict accordance with the terms of the Contract and the bid documents therein referred to for the following lump sum, to wit:

1. **TOTAL BASE BID:** $_____

(_____DOLLARS)

The Total Base Bid is to be the price for completion of the work within ___ days from the time contract times commence to run, based on a work schedule of 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding Town observed holidays), in accordance with Town Code, Chapter 130.

BREAKDOWN OF BASE BID:

a. Planting $_____
b. Irrigation $_____
c. Grading & Fill $_____
d. Other $_____

2. **LIQUIDATED DAMAGES:** of $___ per day per terms of contract documents. Bidder agrees that all work will be substantially completed within __ days after the date of when the Contract Times commence to run and completed within __ days after the date of substantial completion. Bidder accepts the provisions of the bid as to liquidated damages in the event of failure to complete the work on time.

BIDDER:_____

3. **SUMMARY OF MATERIALS - UNIT PRICES:**

a. The following prices are intended to be the basis for additions and/or deletions to the work on this project. The values of such changes shall be determined by the quantities involved times the unit prices listed here. All unit price amounts for each of the items listed below shall be inclusive of its pro-rata share of profit, overhead, and all associated installation costs, including but not limited to furnishing materials, delivery to the site, unloading, handling, storage, labor, installation, maintenance or other work incidental thereto as per drawings and specifications. The contractor shall be responsible for supplying all materials as shown on the Site Development Plans, and shall determine quantities according to said plans. The Summary of Materials - Unit Prices is for the convenience of recording unit prices only.

b. It is expressly understood that quantities in the Summary of Materials - Unit Prices are approximate only, and that payment on a Contract will be made only on the actual quantities of work complete in place, measured on the basis defined in the bid documents.

ITEM NO.	KEY	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
Trees:						
1	CE'S	Silver Buttonwood Conocarpus erectus, "Sericea" 4'x4' spr. multi.	_____	ea	$_____	$_____
2	BB'S	Shady Lady Black Olive Bucida Buceras, "Shady Lady" 12'x5' spr., 30 gal. min.	_____	ea	$_____	$_____
3	PCH	Canary Island Date Palm Phoenix canariensis 8' C.T.	_____	ea	$_____	$_____
Shrubs:						
4	JAM	Star Jasmine Jasminum amplexicaule 18"x18" spr., 3 gal.	_____	ea	$_____	$_____
Other:						
5		2nd Cut Clean Fill for Berming	325	C.Y.	$_____	$_____
6		Tree and Shrub Removal	1	L.S.	$_____	$_____

BIDDER:_____

7	Transplants	1	L.S.	$_____	$_____
8	Fertilization	1	L.S.	$_____	$_____
9	Irrigation	1	L.S.	$_____	$_____
10	Grade "B" Cypress Mulch	20	C.Y.	$_____	$_____

TOTAL SUMMARY OF MATERIALS **$_____**

BIDDER:_____

4. **MINIMUM QUALIFICATIONS**

a) Copy of contractor's license is attached. ___ YES

b) Bidder is to provide resumes of key project personnel and a listing of each person's experience with related projects.
___ YES, attached

BIDDER:_____

5. **CLIENT WORK SUMMARY**: Complete information below for last five consecutive clients for whom similar work was performed.

Contact Name:_____
Company:_____
City:_____ State:_____
Current Telephone (daytime):_____
Reference based on related work: ___ YES ___ NO
Project:_____Date completed:_____

Contact Name:_____
Company:_____
City:_____ State:_____
Current Telephone (daytime):_____
Reference based on related work: ___ YES ___ NO
Project:_____Date completed:_____

Contact Name:_____
Company:_____
City:_____ State:_____
Current Telephone (daytime):_____
Reference based on related work: ___ YES ___ NO
Project:_____Date completed:_____

Contact Name:_____
Company:_____
City:_____ State:_____
Current Telephone (daytime):_____
Reference based on related work: ___ YES ___ NO
Project:_____Date completed:_____

Contact Name:_____
Company:_____
City:_____ State:_____
Current Telephone (daytime):_____
Reference based on related work: ___ YES ___ NO
Project:_____Date completed:_____

BIDDER:_____

6. **INSURANCE**: Attach certificates of insurance and/or check the statements below that apply:

   a) ___ Insurance types and limits as required in Bid specifications has been obtained and certificate of insurance are attached.

   b) ___ Insurance will be obtained as required in Bid specifications upon notification of award.

BIDDER:_____

7. Bidder shall list below the equipment and hourly rates for supervisors, laborers, and equipment with operators as bidder deems necessary to appropriately complete the work scope:

BIDDER: _____

8. **SUBCONTRACTORS**: The bidder states that the following is a full and complete list of the proposed Subcontractors on this project and the class of work to be performed by each, and that such list will not be added to or altered without written consent of the Town. Subcontractors must be acceptable to the Town, in its sole determination, or replaced at Town request with an acceptable subcontractor, at no change to the bid price or unit prices. Include any and all subcontractors separately or individually responsible for any part of the total contract work. Town reserves right to request references for each of the subcontractors.

SUBCONTRACTOR NAME, ADDRESS LICENSE, REGISTRATION #	**SPECIFIC CLASS OF WORK (Plumbing, HVAC, Electrical, etc.)**	**HAVE BIDDER & SUBCONTRACTOR WORKED TOGETHER (Provide details on separate sheet)**
_____ _____ _____ #: _____	_____	_____
_____ _____ _____ #: _____	_____	_____
_____ _____ _____ #: _____	_____	_____
_____ _____ _____ #: _____	_____	_____
_____ _____ _____ #: _____	_____	_____
_____ _____ _____ #: _____	_____	_____

STATEMENT OF COMPLIANCE WITH TRENCH SAFETY ACT
Florida Statutes Section 553.60 et seq.

Trench Safety Act Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance Cost

Bidder acknowledges that this cost is included in the applicable items of the bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and Town and Architect are not, responsible to review or assess Town's safety precautions, programs, or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act." Bidder is, and Town and Architect are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act."

BIDDER:

_____
Print or type name of entity

By: _____
Signature

_____
Print or type name

_____
Print or type title

_____
Date

DRUG FREE WORKPLACE CERTIFICATION

Identical Tie Bids: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the Town for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug free workplace program (Florida Statutes Section 287.087). In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifiying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalities that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendre to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

BIDDER:

_____
Print or type name of entity

By:_____
Signature

_____
Print or type name

_____
Print or type title

_____
Date

State of Florida, County of Sarasota

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by _____, who is personally known to me or who has produced _____, as identification and who did (did not) take an oath and who acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

_____
NOTARY PUBLIC

_____ Commission Expires:_____
Typed Name

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF _____
COUNTY OF _____

_____, being duly sworn, deposes and says: I am the _____ of _____, the _____ corporation described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

BIDDER:

_____
Print or Type Name of Entity

By:_____ _____
Signature Print or Type Name

_____
Date

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by _____ _____(name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) a _____ (state or place of incorporation), on behalf of the corporation. He/she is personally know to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:

_____
Signature of Notary

_____
Print or Type Name of Notary

_____ Commission expires:_____
Commission Number

FORM OF AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP OR JOINT VENTURE

STATE OF _____
COUNTY OF _____

_____, being duly sworn, deposes and says: I am a general/limited (strike one) partner in _____, a General/Limited Partnership or Joint Venture (strike one), described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

BIDDER:

_____
Print or Type Name of Entity

By:_____ _____
Signature Print or Type Name

_____
Date

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by _____ _____(name of acknowledging partner or agent) partner (or agent) on behalf of _____ (name of partnership. He/she is personally know to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:

_____
Signature of Notary

_____
Print or Type Name of Notary

_____ Commission expires:_____
Commission Number

FORM OF AFFIDAVIT WHERE BIDDER IS A SOLE PROPRIETOR/INDIVIDUAL

STATE OF _____
COUNTY OF _____

_____, being duly sworn, deposes and says: I am the sole trader/individual doing business as _____, the bidder described in the foregoing bid and who executed the foregoing bid and that the several matters therein stated are in all respects true.

BIDDER:

_____
Print or Type Name of Entity

By:_____ _____
Signature Print or Type Name

_____
Date

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by _____.
He/she is personally know to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:

_____
Signature of Notary

_____
Print or Type Name of Notary

_____ Commission expires:_____
Commission Number

ORGANIZATIONAL STRUCTURE

BIDDER:_____

How many years has your organization been in business:_____.

How many years has your organization been in business under its present business name:_____.

Under what other or former names has your organization operated:

If a corporation, answer the following:

Date of incorporation:
State of incorporation:
President's name:
Vice president's name(s):

Secretary's name:
Treasurer's name:

If a partnership or joint venture, answer the following:

Date of organization:
Type of partnership (if applicable):
Name(s) of general partners:

If individually owned, answer the following:

Date of organization:
Name of owner:

ORGANIZATIONAL HISTORY

BIDDER:_____

Claims and suits (if the answer to any of the questions below is yes, please attach details).

Has your organization ever failed to complete any work awarded to it?
____ NO ____ YES (details attached)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers?
____ NO ____ YES (details attached)

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
____ NO ____ YES (details attached)

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?
____ NO ____ YES (details attached)

ORGANIZATIONAL FINANCIAL STATEMENT

BIDDER:_____

Financial statement attached:
____ YES ____ NO (explain)

Is the attached financial statement for the identical organization named as bidder?
____ YES ____ NO (explain relationship and if organization whose financial statement is provided will act as guarantor of the contract for construction):

Name and address of firm preparing financial statement:

NOTICE: THE FINANCIAL STATEMENT MUST BE PROVIDED THE DAY AFTER THE NOTICE OF BID ACTION IS ISSUED, PER PAGE C-3, PARAGRAPH 3.8, SPECIFIC INSTRUCTIONS.

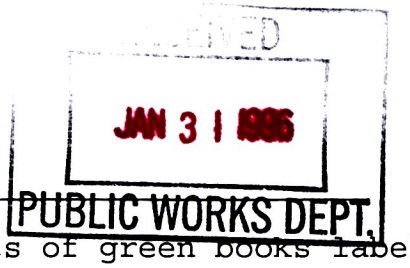
M E M O R A N D U M

DATE: 01-30-96

TO: Len Smally, Public Works Director

FROM: Deborah Heger, Purchasing Agent

SUBJECT: Durante Park Plans Dropped Off



I received four sets of drawings and four sets of green books labeled Project Manual from Linsley of Maddox's office today, around 2:30 p.m. today. This is the first contact I've had as far as setting this project up for bid. Bill wasn't in when I called, but checking with Dan, I found that you were coordinating this project.

I don't know the timeframe for this (but suspect it is fast track) and want to facilitate it as much as possible (by getting out to bid asap), so will need the following from you:

1. Please contact Bill Maddox and request a draft of the specifications sent to me. They have 'fill in the blanks' and terms, such as insurance, which need to correspond with the town's standard bid documents (and terms such as the insurance also require town approval).

2. Based on the tentative estimate from Bill, which appears to be over $10,000 but under $20,000, is it really necessary to have a bid bond? Same for performance bond...wouldn't this be better to have as a specified warranty for the plants, similar to what was done in other jobs? Ditto on the payment bond...?

3. On the submittal sheet, Bill asks whether the 'date palms can be purchased under a separate PO to keep the cost below $10,000?" It is not possible, nor desireable to circumvent the competitive bidding this way. Secondly, however, am not sure if these date palms he mentions are the same date palms listed already in the 'Summary of Materials" bid sheet, as item number 3. Or if they are additional, given his question. Would you confirm that the project manual and drawings reflect the total project?

4. As per the regular procedure for requesting a bid, please indicate your authorization to bid this project out by sending a requisition with brief description of scope (assume balance is available in the project manual), account #, estimated budget. Your requisition will also confirm that you approve the project manual and drawings.

5. Would you provide 15 more sets of the final project manual and drawings? 19 sets if there need to be any changes to the ones already printed and delivered.

Because of the Red Tide program all day Thursday, and another meeting Friday afternoon, I will not be able to finalize this bid in time to advertise it until next week. However, if I can get the information from you by Friday, and the additional sets of bid documents by next

[illegible] 1 C MAL

TO Len	TIME 250	DATE 1/30
WHILE YOU WERE OUT	☐ URGENT!	☐ Telephoned
M Deborah	☐ Returned your call	☐ Called to see you
OF	☑ Please call	☐ Wants to see you
PHONE ( ) 230	☐ Will call again	☐ You'll know

MESSAGE Requisition - acct # + scope of work
estimated proj $
formal bid over $10,000

OPERATOR:

23-024—400 SETS 23-027—200 SETS

Wednesday (2/7), we can advertise it 2/10/96, schedule a site visit for 2/20/96, and open it 2/23/96.

Thanks for your help in getting this on the way. If they do any other Durante Park projects it would really save time and speed up the process if they (Bill and/or David Johnston) would get with me about the town's standard bid documents before creating a final document and having it printed up and bound...waste of time and money without clearing it first.

on the lower level; all were aesthetics which had been deleted.

Commissioner Green said he was concerned that aesthetic considerations were being put aside; with a metal roof there would also be extended usage and shingle roofs were a danger during hurricanes. He stated that he also hoped there would be no stinting on the landscaping just to come in at the budget. Mr. Maddox said as far as the landscaping was concerned the only change was the tree "up lights" and the choice of grass. Regarding the roof, he said he also had concerns not only about the aesthetics but also regarding the longevity factor, as well as the danger of shingles in a hurricane. Chief Fakelman said the items listed were the larger items; many others were cut from within the fire station as they did not wish to scrimp on the square footage.

Mayor Patterson asked if the Commission wished to have the metal roof. Mr. Roberts said it was appropriate to approve a metal roof from an economical standpoint.

There was a consensus to add $35,000 for the alternate of a metal roof and for the financing of the fire station to be from the current budget.

Vice-Mayor Drohlich commented that the south fire station was poorly identified; he asked what kind of sign would be placed at the new station. Mr. Maddox responded that a sign similar to that at Durante Park would go there; it would be illuminated.

Mayor Patterson added that he also hoped the facility would be beautifully landscaped. Mr. Maddox said in meeting the budget the first considerations were to not sacrifice any function.

This item was forwarded to the 1-8-96 Regular Meeting along with approval to award the bid to the low bidder, Magnum Builders of Sarasota, Inc.

3. Report on Joan M. Durante Community Park Phase III

Mr. Roberts reported that in November the Commission authorized a Master Plan for the completion of the next phase of the Park; the architect and landscape architect had been directed to present a site layout and cost estimate in 30 days.

Mr. Maddox displayed a plan identifying work completed for the Phase II portion of the work for the Park. He said this basically got to the midpoint of the site. Therefore, the Phase III work was to complete as much as possible of the Park; he distributed two sheets of information: 1) Phase III costs and 2) a reduction of the Phase III Master Plan.

Phase 3A addressed: enhancements to the entrance at the west end; plantings for west Tracts A, B, and C which would become an ornamental garden area (this is where exotics had been removed on the north side, before the pond, and where it had been mulched); pond enhancements with perimeter planting and pond stabilization (using a well on the site); shell paths and boardwalks (beginning

on the east side of the pavilion and going toward the waterfront) and a small water view overlook, an isolated place to sit; a small gazebo (10x10 structure) near the mangroves wetland area to provide some shelter from sun or rain; a tree planting plan involving the entire site; and planting of Tracts E-K, areas to the east of the pavilion; site furnishings such as picnic tables, benches, trash cans, etc; security fencing at the end of Gulf Bay Rd. to cut off vehicular access (to prevent trash from being brought in and dumped there).

Phase 3B addressed: restoration of the area to its natural condition as a marsh (the fill placed in that area would be removed); shell paths and boardwalks; and a nursery shade house. Mr. Maddox stated they had been directed to stay within a figure of $275,000; the total for Phases 3A and 3B was $274,950.

He addressed future work (for $56,720) that could be done in Phase 3C for planting of the north tracts; he said while it was a part of the site it was not a part that was noticed since it was buffered by a line of mangroves and was not crucial to the primary components of the Park. When developed, Tract D could be a flowering tree arboretum; as a small tract of land, Tract H could be left alone, since it had a nice tree shade cover of Australian pines and mangroves, so nothing was proposed for that parcel.

A Tract Legend was provided to show: scent and ornamental gardens; wetland restoration; flowering/fruit tree arboretum; lawn area (where a tent could be located for functions); native grasses/wildflower meadow; wetland restoration; and exotic tree canopy.

Mr. Roberts reported that this would expend the balance of money from the benefactor. Mayor Patterson confirmed this was both the soft and hard costs. Mr. Roberts advised that included in the eliminations from the original conceptual plan were: a bridge to link it with the south Ansel property, and a dock facility for public safety boats to moor. He stated the water overlook would take some of that funding.

Commissioner Farber expressed satisfaction with the Plan and with the good advice provided by the special committee. He asked if Mr. Durante had reviewed the Plan; when Mr. Roberts indicated that he had not, Commissioner Farber said it would be appropriate to show him. He asked when the Plan would be completed if it were started in January.

David Johnston, landscape architect, said the entrance should be completed in a matter of weeks for the bid documents; construction for the botanical garden areas would take 30-45 days for the documents and 90 days for bidding; therefore, to completion would be about 180 days.

Commissioner Farber commented that the fruit trees could be a problem regarding disposal of the fruit. Mr. Johnston said they would just be a demonstration of trees for educational purposes,

not a major thing.

Vice-Mayor Drohlich asked if the entrance landscaping would be more distinctive from other landscaping on Gulf of Mexico Drive so as to be eyecatching and inviting for people to turn in at the Park. Mr. Maddox explained that some yellow flowers there would remain, there would be color during blooming season, and with the illuminated sign and flag this would make a dynamic entry.

Vice-Mayor Drohlich asked if there would be any beds of annuals for color; since most people were on Longboat Key in the winter he would like to have color during that time. Mr. Maddox said that would involve high maintenance, but there may be some around the pavilion; the Committee had discussed this and they would look for kinds that bloomed in the winter. Mr. Johnston added that if this went to contract maintenance (instead of by Town staff), annuals could be built into the contract; there would be a lot of work at the beginning to get the plantings and trees established.

Regarding maintenance, Commissioner Sagman asked if the fruit trees would require spraying; she also asked if the figures included maintenance costs. Mr. Roberts replied that Mr. Smally had included in the budget the maintenance of the Park at the completed stage.

Commissioner Metz addressed the fact that the $275,000 would take the balance of the benefactor's contribution; he asked when that would be received. Mr. Roberts replied that the Town would front this money because the Town was required to complete the Park with all deliberate speed with Town money, to be repaid by Mr. Durante over a 10-year period. He advised it would be another seven years for the total funding to be paid back.

Commissioner Green said he hoped Mr. Durante would find this to be the Park he bargained for; therefore, he should be contacted to be sure this was what he expected. Mr. Roberts reported that Mr. Durante was copied on the report in the agenda packet; he had explained to him this would complete the $750,000 donation and told him there was still a lot of land there to be developed.

Commissioner Green said he would like to see some way to provide a road or access bridge if people had community gardens on the adjoining parcel that was previously considered for tennis courts.

Mr. Roberts acknowledged and thanked those who had served with him on the steering committee to assist in development of this Plan: Bill Maddox, David Johnston, Len Smally, Steve Schield, Dr. John Morrill and Penny Rosenthal.

This item was forwarded for approval at the 1-8-96 Regular Meeting.

Mr. Roberts indicated he and Mr. Durante would further review the Plan together before that time.

Landscape and Irrigation Project Manual

for

Joan M. Durante Park

Entry and Buffer Planting

bid set #____

January 25, 1996

prepared by:

dwja LANDSCAPE ARCHITECTS
DAVID W. JOHNSTON ASSOCIATES
1487 Second Street, Suite E, Sarasota, Florida 34236
(941)366-3159 fax (941)954-4616

Landscape and Irrigation Project Manual

for

Joan M. Durante Park

Entry and Buffer Planting

RECEIVED
JAN 30 1996
PUBLIC WORKS DEPT.

bid set #____

January 25, 1996

prepared by:

dwja
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DAVID W. JOHNSTON ASSOCIATES
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MASTER INDEX

NOTE: This index is for convenience only. It's accuracy or completeness is not guaranteed, and it is not to be considered a part of the specifications. In case of discrepency between the index and the specifications, the
specifications shall govern.

DIVISION 0 - GENERAL CONDITIONS:

Section 0001 - Notice to Contractors

Section 0002 - Instruction to Bidders

Section 0003 - Definitions

Section 0004 - Bid Form

Section 0006 - Special Conditions

Section 0007 - Bonds & Insuarance

Section 0008 - Contract Information

DIVISION 2 - SITE WORK:

Section 0220 - Excavation; Filling and Grading

Section 0221 - Finish Grading

Section 0270 - Landscape General

Section 0274 - Irrigation System

Section 0280 - Landscape Development

Section 0281 - Topsoil & Fertilizers

Section 0283 - Planting

Section 0286 - Miscellaneous

Landscape Management Program Specifications (with checklist)

DIVISION 0 - GENERAL CONDITIONS

SECTION 0001

NOTICE TO CONTRACTORS

Sealed bids will be received by the Town of Longboat Key Purchasing, 501 Bay Isles Rd. Longboat Key, Fl. 34228 on the work described herein and on attached drawing (s). Bids will be received until _____ on _____. **NO BID WILL BE ACCEPTED UNLESS ACCOMPANIED BY THE PLANS AND SPECIFICATIONS**. The bid must consist of a contract price covering all work and materials as called for on the plans and in the specifications.

Proposal shall be in accordance with the work as called for. No substitutions or alterations shall be reflected in the bid proposals.

Each bidder shall **COMPLETE, IN TRIPLICATE, THE ENCLOSED BID FORM**. All blank spaces shall be filled in. Bids containing any conditions, omissions, unexplained erasures, alterations, items not called for or irregularities of any kind may be rejected by the Owner. Bids shall be placed in a **SEALED**, opaque envelope bearing the name of the project as shown on the drawings and the name of the bidder. All bid forms shall be accompanied by the Summary of Materials List with unit and total prices shown.

INCOMPLETE BID SUBMISSIONS SHALL NOT BE CONSIDERED AS VALID AND WILL BE DROPPED FROM THE BID OPENING.

The Owner reserves the right to reject any and all bids and to enter into such contract as may be deemed to be in the best interest of the Owner. On projects involving more than one specific area, the Owner reserves the right to award separate contracts for each area of the work bid. No proposal may be withdrawn after the scheduled time for closing of bids for a period of forty-five (45) days. No bid proposals will be accepted later than the time and date specified herein. No bid proposals will be received at any other place or by any other person than herein specified.

Information concerning the plans and specifications is available at the office of the Landscape Architect:

DAVID W. JOHNSTON ASSOCIATES
1487 SECOND STREET, SUITE E
SARASOTA, FLORIDA 34236

813/366-3159 OR 365-7506

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END OF SECTION 0-0001

DIVISION 0 - GENERAL CONDITIONS

SECTION 0002

INSTRUCTION TO BIDDERS

I. SCOPE:

1. The work embraced under this contract includes supplying and placing of all materials as listed in the specifications and on the plans in accordance with sound industry practice. All labor, equipment, tools, plant material, and miscellaneous items called for herein or required for satisfactory completion of the work, shall be furnished and installed by the contractor.

2. Contractors shall be responsible for securing all necessary licenses and permits, and shall comply in all ways with Federal, State and Local codes.

II. INVESTIGATION OF SITE:

1. All bidders shall **PERSONALLY** examine the site and fully acquaint themselves with all existing conditions in order that no misunderstanding may arise as to the character or as to the extent of the work to be done, and likewise, in order to advise and acquaint themselves with all precautions to be taken in order to avoid injury to persons and property.

2. The Contractor shall determine, by site investigation, any necessary work not specifically called for, but, necessary to satisfactorily complete the work. No additional compensation will be granted because of any difficulties which may be encountered on the site in the execution or maintenance of any portion of the work. (See 0-0008/17.1. 17.2)

3. Any damages to underground or above ground utilities or to any property of the Owner or other contractor shall be repaired or replaced immediately at the responsible contractor's expense.

4. Any damage caused to underground installations of another contractor shall be back charged to that contractor if such installations are not located in accordance with plans.

END OF SECTION 0-0002

DIVISION 0 - GENERAL CONDITIONS

SECTION 0003

DEFINITIONS

The following definitions are in addition to, supplement, and/or complement those set forth elsewhere in these specifications, wherever the following terms, or pronouns in place of them, are used in these specifications, their intent and meanings shall be interpreted as follows:

OWNER:

or any representative or agent duly authorized to act for the named owner in the matter covered by this contract.

LANDSCAPE ARCHITECT, ARCHITECT, AND/OR GOLF COURSE ARCHITECT:

David W. Johnston Associates
1487 Second Street, Suite E
Sarasota, Florida 34236

CONTRACTOR:

the corporation, firm, or individual entering into an agreement to perform the work specified herein.

SUBCONTRACTOR:

the corporation, firm or individual supplying the labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the contractor.

SPECIFICATIONS:

the documents as outlined in the Master Index of each division and/or section.

DRAWINGS/PLANS:

those graphics as prepared by the Landscape Architect to illustrate the work to be performed.

END OF SECTION 0-0003

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DIVISION 0 - GENERAL CONDITIONS

SECTION 0004

BID FORM

DATE:_____

1. TO: TOWN OF LONGBOAT KEY- PURCHASING
   501 BAY ISLES RD.
   LONGBOAT KEY, FL. 34228
2. RE: _____
3. FROM: _____

Having examined carefully the Contract Documents as provided, and having visited the site and examined all conditions affecting the work, the undersigned proposes to furnish all labor, materials, necessary equipment, and service to perform and complete all of the work as called for in the **BASE BID & ALTERNATES** for the following stipulated lump sum: _____ _____ dollars ($_____)

4. STARTING DATE: _____
5. COMPLETION DATE: _____
6. The Owner reserves the right to determine the priority of the work.
7. The Contractor shall coordinate his work with other contractors on the project.
8. Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

   Addendum # _____ Date _____ Addendum # _____ Date _____
   Addendum # _____ Date _____ Addendum # _____ Date _____

9. The Undersigned further proposes and agrees that the following unit prices shall become a part of the Contract and shall be used as a basis for computing the cost to the Owner for any and all such work that may be added to or deducted from the amount of work required by the Contract Documents.
10. All Unit Prices quoted by the Bidder for items enumerated herein shall be the sum total compensation payable or deductible for such items and the Contractor shall not be entitled to any additional compensation as an allowance for overhead and profit or for any other reason.

Company Name:_____ Phone #:_____

11. All Unit Prices shall include any other incidental or contributory items in connection with the item quoted on.

See "Summary of Materials" contained hereinafter for unit prices indicated thereon.

12. BIDDING BREAKDOWN

1. PLANTING: $_____

2. IRRIGATION: $_____

3. GRADING & FILL: $_____

4. OTHER: $_____

TOTAL BASE BID: $_____

ADD (DEDUCT) ALTERNATES: 1. $_____
(If issued by Addendum) 2. $_____
3. $_____

TOTAL ALTERNATE BID: $_____

TOTAL BID: $_____

3. IN WITNESS THEREOF, the bidder has hereunto set his signature and affixed his seal this _____ day of _____, 19___.

NAME OF BIDDER: _____
ADDRESS: _____
_____

SIGNATURE: _____

SEAL: INCORPORATED UNDER THE LAWS OF THE STATE OF _____

END OF SECTION 0-0004

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Joan M. Durante Park
Entry and Buffer Planting

LANDSCAPING
SUMMARY OF MATERIALS

1/25/96

Price bid for each item enumerated; Unit prices shall include cost of furnishing materials, delivery to the site, unloading, handling, storage, labor, installation , overhead and profit, maintenance or other work incidental thereto, as per drawings and specifications. The contractor shall be responsible for supplying all materials as shown on the Site Development Plans and shall determine quantities according to said plans. The Summary of Materials is for the convenience of recording unit prices only. All Contractors are responsible for determining quantities and supplying all materials, labor, and permits necessary for the scope of work.

ITEM NO.	KEY	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
		Trees				
1	CE'S	Silver Buttonwood *Conocarpus erectus, "Sericea"* 4'x4' spr. multi.		Ea.		
2	BB'S	Shady Lady Black Olive *Bucida Buceras, "Shady Lady"* 12'x5' spr., 30 gal. min.		Ea.		
3	PCH	Canary Island Date Palm *Phoenix canariensis* 8' C.T.		Ea.		
		Shrubs				
4	JAM	Star Jasmine *Jasminum amplexicaule* 18"x18" spr., 3 gal.		Ea.		
		Other				
5		2nd Cut Clean Fill for Berming	325	C.Y.		
6		Tree and Shrub Removal	1	L.S.		
7		Transplants	1	L.S.		
8		Fertilization	1	L.S.		
9		Irrigation	1	L.S.		
10		Grade "B" Cypress Mulch	20	C.Y.		
GRAND TOTAL						$

Company Name: _____

Phone Number: _____

DIVISION 0 - GENERAL CONDITIONS

SECTION 0006

SPECIAL CONDITIONS

1. Item 2 (Bonds) of Division 0, Section 0007 (Bonds and Insurance) shall be deleted from these specifications.

2. All bids shall be **lump-sum** with the unit costs provided for the purpose of adding to or subtracting from the contract.

3. Each bidder shall submit, on his letterhead, a complete list of equipment and hourly rates for supervisors, laborers, and equipment with operators as he deems necessary to appropriately complete the work scope.

4. Each bidder shall submit, on his letterhead, a separate list of all sub contractors and suppliers he proposes to use to complete the work scope, and shall have list approved as a contract attachment

END OF SECTION 0-0006

DIVISION 0 - GENERAL CONDITIONS

SECTION 0007

BONDS AND INSURANCE

I. INSURANCE

1. The Contractor shall not commence work under this contract until he has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

    1. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contractor is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

    2. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified as follows.

        Public Liability $500,000/1,000,000
        Property Damage $500,000
        Vehicle Liability $500,000/1,000,000

    3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The contractor shall either (1) require each of his sub-contractors to procure and to maintain during the life of his subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and amounts specified in sub paragraph 1.1.2, hereof, or (2) insure the activities of his subcontractors in his policy in the amounts specified in sub paragraph 1.1.2 hereof.

4. Scope of Insurance and Special Hazards: The insurance required under sub paragraphs 1.1.2 and 1.1.3 hereof shall provide adequate protection for the Contractor and his subcontractors respectively against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also, against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

5. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also substantially contain the following statement: 'The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner.'

6. Builder's Risk Insurance (Fire & Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance on a one hundred percent (100%) complete value based on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear.

II. BONDS

1. BID BONDS: A Bid Bond, Cashier's or Certified Check, payable to the order of the Owner in the amount of five percent (5%) of the total bid price shall be attached to the bid, and not submitted under separate cover.

2. PERFORMANCE BOND: The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract.

3. PAYMENT BOND: The Contractor shall furnish to the Owner a Payment Bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by the state, territorial, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Owner, or other method as approved by the Owner.

4. ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. No further payments shall be deemed due nor will be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

DIVISION 0 - GENERAL CONDITIONS

SECTION 0008

CONTRACT INFORMATION

I. **GENERAL:**

1. The plans, specifications and addenda shall form part of the contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth within the contract.

2. The table of contents, titles, headings, running headlines and marginal notes contained in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affects, limits, or casts light on the interpretation of the provisions to which they refer.

II. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:** As part of the bid form the successful Contractor shall submit an estimate of construction progress in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish, on forms to be supplied by the Landscape Architect:

1. A detailed estimate giving a complete breakdown of the contract price;

2. Periodic itemized estimates of work done for the purpose of making partial payments thereon.

III. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**

1. The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. Such additional instructions and drawings thus supplied shall coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with said instructions or drawings.

2. The Contractor and Architect shall jointly prepare, as required, the following:

    1. A schedule fixing the dates at which special drawings or instructions will be required; and,

2. A schedule fixing the date for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work.

3. Each such schedule shall be subject to change from time to time in accordance with the progress of work.

IV. SHOP OR SETTING DRAWINGS:

1. The Contractor shall submit promptly to the Architect two (2) copies of all shop or setting drawings prepared in accordance with the schedule predetermined in Section 0008-3.2.

2. After examination of shop or setting drawings by the Architect and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect with two (2) corrected copies.

3. Regardless of corrections made in, or approval given to, such drawings, by the Architect, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Architect, in writing, of any deviations at the time he furnished such drawings.

V. MATERIALS, SERVICES, AND FACILITIES:

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever may be necessary to execute, complete, and deliver the work within the specified time.

2. Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed with no additional expense to the Owner.

VI. CONTRACTOR'S TITLE TO MATERIALS:

1. No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

VII. **INSPECTION AND TESTING OF MATERIALS:**

1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards.

2. The inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service directly, and not as a part of the Contract.

3. Materials for construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

VIII. **PLANS, PERMITS, AND REGULATIONS:**

1. Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all plans necessary for the execution of the work. The Contractor shall provide all field survey work.

2. The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his contract.

3. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

IX. **PROTECTION OF WORK AND PROPERTY:**

1. In the event of temporary suspension of work, or during inclement weather, or whenever the Architect shall direct, the Contractor shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather.

2. If, in the opinion of the Architect, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

3. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with the contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage.

4. The Contractor shall replace or make good any such damage, loss, or injury, unless such is caused directly by errors contained in the contract or by the Owner or his duly authorized representatives.

5. In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect, in a diligent manner. He shall notify the Architect immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect for approval.

6. Where the Contractor has not taken action, but has notified the Architect of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Architect.

7. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided under Section 0008-12 of the General Conditions.

X. **REPORTS, RECORDS, AND DATE:** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract, and shall submit a performance schedule and related time table for progress payment.

XI. **SUPERINTENDENCE BY CONTRACTOR:**

1. At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authorization to act for the Contractor.

2. It is understood that such representative shall be acceptable to the Architect and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

3. The Contractor's Superintendent shall be on the job site during each work day.

XII. **CHANGES IN WORK:** No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or a combination of the following:

1. Unit bid prices previously approved.

2. An agreed lump sum.

3. The actual cost of:

    1. Labor, including foreman;
    2. Materials entering permanently into the work;
    3. The ownership or rental cost of construction plant and equipment work;
    4. Power and consumable supplies for the operation of power equipment;
    5. Insurance;
    6. Social Security and old age and unemployment contributions.

4. To the cost under 12.3 there shall be added a fixed fee to be agreed upon. The fee shall compensate to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

XIII. **'OR EQUAL' CLAUSE:** Whenever a material, article, or piece of equipment is identified, or equipment of other manufactures and vendors which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

XIV. **TIME FOR COMPLETION:**

1. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are of the essence of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

2. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly, at such rate of progress as will insure full completion hereof within the time specified.

3. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

4. Should the Contractor fail to prosecute the work in regular, diligent and uninterrupted manner as evidenced by delays or absences from the job site for more than fifteen (15) days, the Owner shall serve written notice to the Contractor of such violation. Should such violation continue for ten (10) additional days, the Owner may void this contract and may use any monies held from the contract payments and all unpaid monies to complete

the work. Any extra costs resulting from the time delay and inconvenience shall be chargeable to the original Contractor.

XV. **CORRECTION OF WORK:**

1. All work, and all materials, whether incorporated in the work or not; all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect, who shall be the final judge of the quality and suitability of the work, materials, and processes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense.

2. Rejected material shall immediately be removed from the site.

3. If, in the opinion of the Architect, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Architect, shall be equitable.

XVI. **SUBSURFACE CONDITIONS FOUND DIFFERENT:** Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Architect of such conditions before they are disturbed. The Architect will thereupon promptly investigate the conditions, and if he finds that they materially differ from those on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, and any increase or decrease of cost resulting from such changes are to be adjusted in the manner provided in Section 0008-12 of the General Conditions.

XVII. **EXTRAS:**

1. Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner, and the price is stated in such an order.

2. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect, approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done.

3. When work is performed under the terms of section 0008-17 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

XVIII. **ARCHITECT'S JURISDICTION:**

1. The Architect will give all orders and directions contemplated under this contract and specifications relative to the execution of the work.

2. The Architect will determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and will decide all questions which may arise in relation to said work and construction thereof.

3. The Architect's estimates and decisions shall be final and conclusive as herein otherwise expressly determined. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

4. The Architect will decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner will be adjusted and determined by the Architect.

XIX. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The Contractor expressly under takes the following at his own expense:

1. To take every precaution against injuries to persons or damage to property;

2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

3. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workman-like appearance;

4. To place upon the work or any part thereof only such loads as are consistent with safety of that portion of the work;

5. Before final payment to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

6. To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect, not to cut or otherwise alter the work of any other Contractor.

XX. **QUANTITIES OF ESTIMATE:** Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in comparing bids and the right is expressly reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way invalidate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

XXI. **CONFLICTING CONDITIONS:** Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the intent of such conflict or inconsistency, and the determination as to which provision shall apply will be the sole responsibility of the Architect.

XXII. **NOTICE AND SERVICE THEREOF:** Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

XXIII. **USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER:** The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner provided the Owner assumes responsibility for damage by his employees or assigns.

XXIV. **SUSPENSION OF WORK:** Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

XXV. **MUTUAL RESPONSIBILITY OF CONTRACTORS:** If, through acts of neglect on the part of the Contractor; any other Contractor, or any subcontractor shall suffer loss or damage of work, the Contractor agrees to settle with such

other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

XXVI. **PERFORMANCE STANDARDS:**

1. All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blue prints and coordination between office and job. While labor crews may change, the same foreman will be in charge throughout the job. Contractor shall review plans throughout the job. Contractor shall review plans and specifications with the job foreman to insure complete understanding of the project. (See 0-0008-XI.)

2. Tools shall not be left on the job site in an unsafe or unprotected condition.

3. All open excavations shall be properly barricaded and lighted at night.

4. The Contractor shall at all times keep the premises free from accumulation of waste material, soil, and/or rubbish caused by his employees or work. The Contractor shall clean behind his work immediately and shall take necessary precautions to keep concrete, brick, and other paving material clean of soil. This shall include the use of drop cloths, etc. Damage to grades or lawns shall be repaired immediately and all debris and excess soil removed by raking.

5. All staking and layout of physical features shall be approved by the Architect before construction or planting is started. The same shall apply to the establishment of proper grades and levels. All planting beds shall be accurately staked in accordance with the plans. Changes necessitated by building changes, etc., shall be in keeping with the overall concepts of the design. Any beds developed without the approval of the Architect shall, if they do not accurately represent the plan and/or the design concept, be redeveloped without additional expense to the Owner.

6. Material such as ground covers, mulch, or gravel shall be spread in the specified quantity to cover the area designed. No additional materials shall be used in such areas without the approval of the Architect and/or Owner.

7. The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this

contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings, and in accordance with the directions of the Architect as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect and the Owner.

XXVII. **SEPARATE CONTRACTS:** The Contractor shall coordinate his operations with those of other Contractors. Cooperation shall be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of the other Contractors and shall notify the Architect immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

XXVIII. **INSPECTIONS:**

1. Periodic & Payment Inspections: Throughout the course of the work, the Architect will make periodic inspections, and will make Payment Inspections upon notification of Contractor. Any inconsistencies to the plans and specifications will be noted on a written list of corrections to be made and will be supplied to the Contractor and Owner. All corrections shall be made prior to approval of the following payment request.

2. Final Inspection: Upon written notice of completion to the Owner and Architect, the Architect will conduct a final inspection of all work. The completed work will be checked against the expressed and implied intent of the plans and specifications. Inconsistencies will be noted and submitted in writing to the Contractor and Owner. All inconsistencies shall be corrected to the satisfaction of the Owner and Architect prior to authorization of final payments.

XXIX. **PAYMENTS TO CONTRACTOR:**

1. All payments will be made in accordance with a payment certificate issued by the Architect and accompanied by an itemized statement from the Contractor. The Owner shall retain ten percent (10%) of the amount of each statement until final completion and acceptance of all work covered by this contract.

2. Material delivered and stored on the site, not yet installed or otherwise used, may be considered in the progress payment statement, if it is suitably secured from theft and weather conditions.

3. Contractor's billing statement shall itemize all work to be paid for and shall list all subcontractors, suppliers, and others who have performed services or supplied labor and/or materials and give the dollar amount of their payments. For all such people listed, the Contractor shall supply Lien Releases from each for the amount specified. In the event the Lien Releases are not available, the Owner reserves the right to subdivide the payment and to issue jointly written checks to the Contractor and subcontractor in the amount of the subcontractor's payment and such check will be released when a Lien Release is available. The Contractor's billing statement shall also be accompanied by a Release of lien for all work performed and paid for through the current billing statement.

4. All material and work covered by partial payments made thereupon shall become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of this material and work, or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

XXX. **PAYMENTS BY CONTRACTOR:** The Contractor shall pay all subcontractors, suppliers, laborers, workmen, mechanics, furnishers of machinery and parts thereof, equipment, power tools and other costs incurred as a part of the contract prior to submitting a billing statement to the Owner and shall otherwise pay all bills incurred as a result of this contract within thirty (30) days following completion of each person's work.

XXXI. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this contract or the Performance and Payment Bonds.

XXXII. **ASSIGNMENTS:** The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

XXXIII. **GENERAL GUARANTY:** Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness. This guaranty shall cover all work.

XXXIV. **RIGHT OF THE OWNER TO TERMINATE CONTRACT:** In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of his intentions to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner will immediately serve notice thereof upon the Surety of the Contractor, and the Surety will have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby and in such event the Owner may take possession of and utilize in completing the work, such materials, appliance, and plant as may be on the site of the work and necessary therefor.

XXXV. **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT:** If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the Architect should fail to issue any certificate for payment within a reasonable time after it is due, or if the Owner should fail to pay to the Contractor within thirty (30)days of its maturity and presentation, any sum certified by the Architect, the Contractor, after written notice to the Owner and Architect identifying the condition which gives cause under this Article, may, if such cause is not corrected within seven (7) days after receipt of such notice by the Owner and Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

XXXVI. **FIELD DOCUMENTS:** The Contractor shall keep one set of plans, specifications, summary of materials, addendum, bid form, change orders and other contract documents, in a file folder marked with the name of the project on the outside. This folder shall become a Field Documents Folder and shall be in the possession of the project superintendent or foreman at all times during the installation. All materials in the Field Documents Folder shall be maintained in good condition.

XXXVII. **CHANGE ORDERS:** The Contractor shall prepare blank forms for project change orders. The blank form shall be approved by the Architect before starting construction. Changes for credit to the project must be approved by the Architect, but need not contain the signature of the Owner. Changes for extras must contain both signatures of the Architect and the Owner. No extras shall be authorized at completion of the work without appropriate change orders.

XXXVIII. **COMPLETION & ACCEPTANCE:**

1. Completion of the work shall mean the full exact compliance and conformity with the provisions expressed or implied in the drawings and specifications, and associated change orders as approved by the Architect.

2. Final inspection shall be made by the Architect at the request of the Contractor, and shall be prior to final request for payment. All requirements of the specifications shall apply until final acceptance of the work by the Owner or his representative.

3. The acceptability of all material, workmanship, labor and compliance with the specifications, grades and standards shall be solely determined by the Architect.

END OF SECTION 0-0008

DIVISION 2 - SITE WORK

SECTION - 0220

GRADING, EXCAVATION, AND FILL

I. GENERAL

The work under this section shall be subject to the requirements of all other applicable divisions of these specifications, drawings, and contract documents. This division of the specifications includes furnishing the equipment, labor, and materials and performing all operations necessary and incidental to earthwork operations.

II. CLEARING THE SITE

1. Clearing

The site of the work shall be cleared of all trees, shrubs, and objectionable materials which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage.

2. Stripping of Topsoil

On all areas to be excavated or to receive embankment material within the lines of building construction, the topsoil shall be carefully removed and spread either on areas already graded and prepared for topsoil or in stockpiles conveniently located on the areas which are subsequently to receive application of topsoil. The depth to which topsoil is to be stripped shall be as directed by the Engineer, except that the depth of stripping shall not exceed nine inches.

The topsoil shall consist of friable loam, reasonably free of subsoil, clay lumps, brush roots, weeds or other objectionable vegetation, stones or similar objects, litter, or other material unsuitable or harmful to plant growth. The topsoil shall contain not less than two nor more than ten percent organic matter, as determined to AASHO Designation T-194.

Topsoil not meeting the above requirements may be used as suitable backfill material if approved by the Engineer. Topsoil which does not meet either of the above requirements shall be removed from the site at no additional cost to the Owner.

III. GRADING (EXCAVATION OR EMBANKMENT)

1. The Contractor shall perform the excavation described in the bid quantities of whatever substance is encountered to the dimensions and depth specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the Engineer. Materials suitable for back-fill shall be stockpiled near the site.

2. Rock is defined as any material larger than that which cannot be excavated by use of a 1-1/2 yard hydraulic type back-hoe or a material which cannot be excavated without drilling, blasting, or boring, as determined by the Engineer. If rock excavation is encountered or required, the Contractor shall submit a change order to the Owner for approval, prior to excavating the rock, representing the actual cost of materials and equipment required for rock excavation.

3. In the event that unsuitable material is encountered at the bottom of subgrade level, the Engineer shall be notified by the Contractor in writing. Such material shall be removed and replaced with suitable material to a depth determined to provide permanent stabilization. Material used for replacement shall be suitable earth or sand compacted in layers as required. Payment for this work shall be an additional cost to the contract, said cost to be determined in accordance with the 'Special Provisions' section of the 'General Conditions'.

4. Embankment areas shall be cleared of all organic materials prior to placing of fill. Embankment shall be placed in 12" lifts, with each lift being compacted to 98% of the modified proctor maximum dry density, AASHO Method T-180, until finished grade has been obtained. Laboratory compaction tests will not be required for the building pads.

5. Finished grading shall be performed by means of a grader or by small tractor with blade in small or cumbersome areas.

IV. DISPOSAL OF MATERIAL

1. Clearing

   All trees, shrubs, and objectionable materials shall be removed from the site and disposed of by the Contractor. The costs for this disposal shall be included in the unit price for Clearing.

2. Grading

   All excess materials from the Grading and Excavating processes shall be removed from the site and disposed of by the Contractor, or be placed on the site at the direction of the Engineer. The costs for this disposal shall be included in the unit price for Grading.

END OF SECTION 2-0220

SECTION 0221

FINISH GRADING

I. GENERAL

1. SCOPE

1. Furnish all labor, material, and equipment necessary to shape, mold, and finish grade all features of the project.

   A. Include all removal of vegetative growth and hand work necessary to establish finish grade under existing trees and total limits of sod or seed.

   B. Eliminate any and all unwanted vegetative growth from topsoil and subsoil by approved means, and before planting.

   C. Construct berms to elevations shown, and perform all grading, including rough grading (2" +/-) before irrigation installation, and finished grading prior to planting.

   D. Lightly scarify topsoil into surface of subgrade. Remove extraneous matter measuring one inch (1") or larger in any dimension.

2. Material shall include fill and topsoil appropriately throughout the project.

II. EXECUTION

2. Berms and Graded Areas

1. All berms and graded areas shall be built in accordance with the Site Development Plans and details. Finish grading operations shall bring all berms and graded areas to a final grade position so as not to inhibit positive drainage.

2. The Site Development Plans show earth berm locations. The Contractor shall supply sufficient second cut clean fill material to provide a finish grade as represented on the plans. Quantities of soil given represent approximate finish volumes compacted in place.

3. Berms shall be so shaped that their lines and slopes will blend with the surrounding contours. The mounds and valleys of the berms shall be sculptured into smooth undulating shapes without 'bird-baths'.

4. In order to develop aesthetically pleasing berms, the Architect reserves the right to make minor adjustments in shape and contouring at any time during

construction.

5. Finish grading of berms shall be done by a wheel tractor and shall involve the pushing and back-blading of small amounts of material in a repetitive operation.

6. Uniformly fine grade areas within grading limits including transition areas. Smooth finished surface within specified tolerance (minimum 3% slope), compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

7. Obtain approval of finished grades before proceeding with grassing and planting operations. Eliminate irregularities and ponding. Leave grade 1-1/2" below curb or walk.

8. If planting and mulching is not commenced immediately, protect stockpiled or spread topsoil from erosion by force or wind, water, or other force, re-establish eroded, rutted, or settled grades to proper finished grade.

9. Landscape contractor is responsible for repairing, re-grading, and re-seeding any areas completed by the General Contractor which are disturbed by the work of this contract.

10. The tilled areas shall be settled, fine graded, and raked to meet approved finished grade. Coarse soil lumps, rocks, roots, weeds and debris not passing through a hand rake shall be removed from the surface. The surface shall be smooth, firm, and of fine texture immediately before sodding.

III. INSPECTION AND APPROVAL

1. Inspection

1. All finish grading operations shall be subject to regular inspections by the Architect. Because the contouring of the project is essential to an aesthetically pleasing development the Architect may make minor alterations during the finish grading operations.

2. Approval

1. All finish grading operations shall be subject to the approval of the Architect prior to beginning the installation of the irrigation system. Positive drainage is a function of finish grading and will be guaranteed by the Contractor. Following the installation and backfilling of the irrigation system a drainage check may be conducted by natural or man made circumstances. Any positive drainage faults will be corrected and a new finish grade established.

END OF SECTION 2-0221

DIVISION 2 - SITE WORK

SECTION 0270

LANDSCAPE - GENERAL

I. SCOPE:

1. The work embraced under this contract includes supplying and placing of all materials as listed in the specifications and on the plans in accordance with sound industry practice. All labor, equipment, tools, plant material and miscellaneous items called for herein or required for satisfactory completion of the work, shall be furnished and installed by the Landscape or Irrigation SubContractor.

2. Contractors shall be responsible for securing all necessary licenses and permits, and shall comply in all ways with Federal, State and local codes.

II. INVESTIGATION OF SITE:

1. All bidders shall **PERSONALLY** examine the site and fully acquaint themselves with all existing conditions in order that no misunderstanding may arise as to the character or as to the extent of the work to be done; and likewise, in order to advise and acquaint themselves with all precautions to be taken in order to avoid injury to persons and property.

2. The Contractor shall determine by site investigation any necessary work not specifically called for, but, necessary to satisfactorily complete the work. No additional compensation will be granted because of any difficulties which may be encountered on the site in the execution or maintenance of any portion of the work.

3. Any damages to underground or above ground utilities or to any property of the Owner or other Contractor shall be repaired or replaced immediately at the responsible Contractor's expense.

4. Any damage caused to underground installations of another Contractor shall be back charged to that Contractor if such installations are not located in accordance with plans.

III. QUALIFICATIONS:

1. All Landscape and Irrigation Contractors wishing to bid the project shall have a minimum of five years experience specializing in this type of work in this location and must be pre-qualified, during bidding process, by the Owner and Landscape Architect.

2. Individuals or Corporations not able to meet this requirement may submit their qualifications to the Landscape Architect during the bidding period for review and possible qualification.

IV. PERFORMANCE STANDARDS:

1. All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blueprints and coordination between office and job. While labor crews may change, the same foreman will be in charge throughout the job. Contractor shall review plans throughout the job. Contractor shall review plans and specifications with the job foreman to insure complete understanding of the project.

2. Tools shall not be left on the job site in an unsafe or unprotected condition.

3. All open excavations shall be properly barricaded and lighted at night.

4. The Contractor shall at all times keep the premises free from accumulation of waste material, soil, and/or rubbish caused by his employees or work. The Contractor shall clean behind his work immediately and shall take necessary precautions to keep concrete, brick and other paving material clean of soil. This shall include the use of drop-cloths, etc. Damage to grades or lawns shall be repaired immediately and all debris and excess soil removed by raking.

5. All staking and layout of physical features shall be approved by the Landscape Architect before construction or planting is started. The same shall apply to the establishment of proper grades and levels. All planting beds shall be accurately staked in accordance with the plans. Changes necessitated by building changes, etc., shall be in keeping with the overall concepts of the design. Any beds developed without the approval of the Architect shall, if they do not accurately represent the plan and/or the design concept, be redeveloped without additional expense to the Owner.

6. Material such as ground covers, mulch or gravel shall be spread in the specified quantity to cover the area designed. No additional materials shall be used in such areas without the approval of the Architect and/or Owner.

7. The Contractor shall in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as otherwise expressly specified herein, necessary or proper to perform and complete all the work required by this contract, within the time specified herein, in accordance with the provisions of this contract and said specifications and in accordance with the plans, and in accordance with the directions of the Architect as given from time to time during the progress of the work.

END OF SECTION 2-0270

DIVISION 2 - SITE WORK

SECTION 0274

IRRIGATION SYSTEM

I. GENERAL

1. SCOPE: Under this item the Contractor shall furnish and install all materials and equipment for an automatic irrigation system in accordance with these plans and specifications. The Contractor shall provide all labor, material, construction equipment and technical supervision which may be required to produce an operational system.

2. CODES AND INSPECTIONS: The entire installation shall comply fully with all local and state laws and ordinances and with all established codes applicable thereto. The Contractor shall take out all required permits, arrange for all necessary inspections and shall pay all fees and expenses in connection with same, as part of the work under this contract. Upon completion of the work, he shall furnish to the Owner all inspection certificates customarily issued in connection with the class of work involved.

3. DESCRIPTION OF SYSTEM: The automatic irrigation system shall consist of under ground piping and sprinkler equipment to insure complete coverage of the areas as shown on the irrigation plan. Gate valves shall be incorporated in the system as shown on the plans to shut off certain portions of the system while allowing operation of the remaining sprinkler outlets.

4. PROGRESS OF WORK: Begin work when ordered to do so by the Architect. This work must proceed in an orderly manner and in accordance with whatever job schedule may be set up to avoid delay or interference with other construction work. The irrigation work shall proceed in conjunction with the general construction work of the project. The Contractor must provide means of access to all site features at all times so as not to impede the general construction work in areas under construction, and leave the area of irrigation work in a finely graded condition with all stone or rock removed and smoothly blended to adjacent areas.

5. STAKING AND LAYOUT:

   1. It is to be recognized, due to the artistic nature of landscape planting design and construction, that the landscape planting as constructed may differ slightly from the plans drawn for construction of the irrigation system.

      The Contractor shall be prepared to adjust installation of the irrigation system so that it will properly irrigate planted features constructed in accordance with the evident intent of the irrigation plans, as interpreted by the Architect.

   2. An agent of the Contractor shall stake the location on the ground of all irrigation equipment to be installed. In staking the locations of the sprinkler outlets, he shall adjust the staking as required to best irrigate the area being developed and shall strive to maintain a uniform spacing between the various outlets. This spacing may vary according to manufactures recommendations

where adjustment of spacing is required to fit the landscape development as constructed. Routing of the pipe shall be in accordance with the irrigation piping plan except that the Architect reserves the right to change the routing of pipe from that shown on the plan and to change the depth of trench and cover over the top of pipe in case of rock or other obstacle. In no event shall field changes of this nature affect the overall cost of the project except where these changes may alter the quantity of materials to be provided according to the plan. The Contractor may adjust the location of any pipeline to avoid ledge rock, stumps or other obstacles, provided that such adjustment does not increase the quantity of pipe required and is not in conflict with the evident intent of the plan.

3. See irrigation plan for connections to water source, pipe sizes and location, heads and valves. Time clock(s)/ controller(s) shall be located at the direction of the Architect.

4. The Irrigation Contractor shall carefully review bed and paving cut-out locations, walks, roads, property lines and other site features and install his work according to the intent of the irrigation plan. Should heads and/or lines or other system components be improperly located they shall be properly relocated at the contractors expense.

6. RECORD PLAN:

1. The Contractor shall maintain at all times an up-to-date record plan of the irrigation system as built. The plan shall indicate the location and measurements, to the nearest foot, of all mainline pipe installed, including all automatic and gate valves; splice boxes; main line tees, elbows and fittings; pulse and common control wire routings; equipment locations; sleeve locations; and, the contractor shall make such modifications to any notes and/or details as appropriate to show the final installed condition of the overall system. The record plan shall be an original plan, drawn in ink on a good grade of tracing paper at the scale of the original plan as bid; or, upon request, the Landscape Architect may supply to the contractor a plastic sepia of the plan which may be modified to present the as-built condition of the system. Any such sepia shall be used only for record plan drawings and shall be returned to the Landscape Architect with the final pay request. It shall be kept up to date during the installation of the system and shall accurately indicate the location of all equipment installed to that time. A copy shall be available on the site for inspection at all times.

2. The Contractor shall submit one (1) print of the record plan to the Architect for his review simultaneously with each draw request as the project progresses. Such submissions shall be complete through the current work for which payment is requested.

3. At least ten days prior to scheduled date of the final inspection of the completed irrigation system the Contractor shall submit to the Architect, for his approval, a complete and correct copy of the record plan and three (3) copies of manufacturer's maintenance and operating instructions for all valves, sprinklers and other equipment installed.

7. DEFINITIONS: The following definitions are in addition to, supplement, and/or complement these set forth elsewhere in these specifications, wherever the following terms, or pronouns in place of them, are used in these specifications, their intent and meanings shall be interpreted as follows:

SW: Solvent weld PVC pipe and/or fittings.

RG: Rubber gasketed or O-ring PVC pipe and/or fittings.

QCV: Quick coupler valve, as specified.

HB: Hose bibb, as specified.

SLEEVE: A conduit for encompassing other pipes, wires, cables, etc. with the purpose of presenting ease of access and/or replacement of such pipes, wires, cables, etc. within otherwise difficult to access areas.

II. MATERIALS

1. GENERAL: All materials and equipment shall be supplied by the Contractor and no substitutions shall be allowed without the prior written approval of the Architect. The Contractor shall inspect all materials and equipment prior to installation and any defective materials and equipment shall be replaced with the proper materials and equipment. Those items used in the installation that are found to be defective or improperly installed shall be removed and the proper materials and equipment installed in the proper manner.

2. PVC PIPE AND FITTINGS:

1. All pipe shall be class 160 unplasticized polyvinyl chloride pipe, type 1120 or 1220, or better. Pipe from 2" size up operating in excess of 90 PSI shall be gasketed pipe. Solvent weld pipe may be used in all other instances. Outside diameter to wall thickness ratios specified in CS 246-63 for standard dimension ration (SDR-PR) pipe shall be maintained in the barrel of the pipe. Minimum wall thickness at the bell joint shall be as follows:

CLASS 160 (SDR 26)

2 1/2"	3"	4"	6"	8"	10 "
.132"	.159"	.205"	.298"	.386"	.480"

2. Pipe and fittings shall be made from clean, virgin, NSF approved Type I, Grade I (PVC 1120) PVC, conforming to ASTM resin specification D 1784-60T.

3. All pipe shall be pressure rated at hydrostatic working pressures of 160 PSI 73.4 degrees F. and shall meet requirements as set forth in Commercial Standard CS 256-63 with standard dimension ratio SDR 26.

3. RISERS AND SWING JOINT NIPPLES: All risers in excess of 12" above grade and/or swing joint nipples shall be unplasticized polyvinyl chloride, schedule 80, threaded pipe. Fittings on swing joints shall be Marlex, schedule 80, threaded

elbows or street elbows. Assemble with teflon tape only. For systems operating at less than 90 PSI, swing joints may be constructed of flexible PVC and insert fittings as per plan detail.

4. 110-120 VOLT ELECTRIC WIRING: All 110-120 volt AC wiring shall be installed in accordance with local electric codes. 110-120 volt service to controller shall consist of one black and one white wire and ground. All wiring shall be buried to minimum depth of 20". Wire shall be furnished in minimum 2500' reels and spliced only in controller or valve boxes. All splices in wiring shall be made watertight.

5. VALVE CONTROL LINES:

   1. 24 Volt Electric - Electric control lines from controller to automatic valves shall be direct burial UF wire of a different color than the 110-120 volt service to controllers. The 24 volt common ground shall be of one continual color and a different color than the other 24 volt lines and the 110-120 volt service. All wire shall be furnished in minimum 2,500' reels and splicing shall be minimized, with such splices made waterproof with the use of waterproof Scotchlok or Pen-Tite kits. All 24 volt wiring shall be done in accordance with existing codes. Splicing shall be in valve boxes or controllers only. Each timeclock/controller shall have its own common wire(s) servicing that controller and all valves associated with it.

   2. Hydraulic Control Lines - All control tubing shall be polyethylene tubing, supplied by the Toro Company or PVC tubing, conforming to the following: 1/4" O.D. + .005" and 1/8" I.D. + .003". Tubing shall be rated for a maximum continuous working pressure of 200 PSI. Tubing shall be unspliced from controller to valve.

   3. Supply Line - The 1/2" supply line to hydraulic satellite controller(s) shall be PVC Schedule 40, Type 1 or approved equal.

6. SPRINKLER HEADS, CONTROLLERS, AUTOMATIC VALVES: Shall be as called for on the irrigation plan or approved equal.

7. QUICK COUPLING VALVES AND/OR HOSE BIBBS: Quick coupling valves and keys or hose bibbs shall be as specified on the plans. Locate as shown on the irrigation plan. If the plan specifies hose bibbs rather than quick coupling valves, provide and install hose bibbs within valve boxes as noted on plans.

8. GATE VALVES:

   1. Gate valves shall be as specified on the plans, or approved equal. If no gate valve is specified the minimum acceptable valve shall be a NIBCO conforming to MSS SP-80, or approved equal. Each valve shall be afforded access through a PVC or fiberglass box equipped with cover.

   2. Provide two (2) gate valve keys.

   3. Gate valves at line size shall be located as shown on the contract drawings.

9. PRESSURE REGULATING VALVES: Combination pressure reducing, pressure sustaining and check valves, as manufactured by Cla-Val, or approved equal, shall be installed where shown on the irrigation design plan. The valve shall be as sized on the plan, diaphragm operated, single seat, globe valves. A Model XIOSL limit switch shall be installed.

10. SUPPLY SCREEN UNITS: One (1) supply screen unit shall be installed in the supply line at each hydraulic satellite controller and shall be a combination strainer, check valve and shutoff.

11. MISCELLANEOUS SYSTEM COMPONENTS: All miscellaneous system components shall be of the type and size as indicated on the irrigation design plan and detail drawings.

12. VALVE BOXES: all valves, splices within valve control lines, hose bibbs and/or quick coupler valves shall be located within an Amatek, or equal, valve box as follows:

    Section valves, quick couplers and/or hose bibbs - 10" circular valve box model no. 181014 with cover model no. 181015;

    Gate valves and splices - 5 1/4" circular polyiron model no. 111036 with cover model no. 111031;

    Filters or other installations requiring more space - 10"x16" standard rectangular box model no. 170101 with cover model no. 171115.

    All boxes and pits shall be fitted with Amatek, or equal, extensions as necessary to provide a minimum of 2" clear space below the bottom of the valve, filter or fitting contained within the box.

III. EXECUTION

1. GENERAL: The Contractor shall diligently follow the manufacturer's recommendations for installing pipe, valves, sprinklers and all other items. The pipe shall be laid in true, smooth alignment with sufficient cover and thrust blocking to prevent excessive movement.

2. TRENCH EXCAVATION:

    1. All trenches shall be excavated to sufficient depths to provide a minimum of 10" cover on laterals and 18" cover on mains. (For those lines operating less than 90 PSI.)

       Lines operating in excess of 90 PSI shall have 24" of cover.

    2. Trench bottom shall be clean and smooth with all rock, soil and organic debris removed. All trenches shall be only as wide as necessary to permit easy handling and installation of pipe in them.

    3. Pipe shall be placed so that barrel of pipe and coupling are a minimum of 2" above high points of the trench bottom.

3. ROCK EXCAVATION: In the event ledge rock, boulders, stumps, or other obstruction is encountered in excavation of the trenches, which can not be removed by the equipment in use or tractor mounted backhoe, the Contractor shall adjust the line or the trench to circumvent it, as part of his work. If the obstruction can not be avoided, the Contractor shall remove it by blasting.

4. BEDDING MATERIAL: Excavated material, except in the case of excavated rock, is usually satisfactory for bedding of pipe.

5. THRUST BLOCKS:

    1. Thrust blocks shall be constructed behind all mainline fittings, tees, bends, reducers, line valves, plugs, caps, etc., in accordance with pipe manufacturer's recommendations and plan details.

    2. Thrust block shall bear against undisturbed earth, and, in case this is not possible, they shall be made correspondingly larger.

    3. Thrust blocks shall be so placed as not to interfere with repair to joints and couplings and shall be a concrete mix consisting of one part cement, two parts sand and five parts gravel, mixed and placed fairly dry so they may be shaped easily. No precast units shall be used.

6. GATE VALVES:

    1. All valves shall be closed at time of installation and shall be set plumb. Reach wells shall be installed so that lid is set 1/2" below finished grade. Gate valves shall be located as shown on the plans and of a size equal to the pipeline on which it is installed.

    2. Gate valves shall be installed so the lower end rests firmly on the ground and shall be designed to withstand 2,000 lbs. without failing.

7. BACKFILL:

    1. After proper bedding of pipe is achieved, the balance of backfill shall be placed and suitably compacted by tamping mechanically or hydraulically to the satisfaction of the Architect. Backfill within areas to be paved over shall be compacted to 98% modified proctor maximum density. Testing, if required, will be at the owner's expense for all passed tests; all failed tests will be back charged to the contractor.

    2. No lines shall be covered until they have been passed by inspection hereinafter described, except that lines may be covered with all joints left open for inspection.

    3. In the case of cutting of paved roads or drives, all back fill shall be compacted and the top 6" of back fill shall be poured in 3,000 PSI concrete. The final patch shall be made to match the grade and material of the adjacent finish road or drive.

8. TURF AREA HEADS: Heads in lawn areas shall be set flush with sod. All other heads shall be adjusted to sod height after installation of sod or seeding operations.

9. PLANTING & GROUNDCOVER AREA HEADS: Heads in planting areas shall have a concrete mud support 8" in diameter and 4" deep placed 2" below grade and above grade for all risers of 24" or greater in height. Heads in planting and groundcover areas shall be stubbed 24" above grade and height adjusted after planting operations are complete. All risers shall be clearly marked by 18" stakes with blue engineer's flag attached. Stakes shall be maintained throughout the job and removed at completion as directed.

10. PIPING: Piping shall run as straight as possible. Pipe shall be cut square, properly reamed to remove constrictions or burrs before making up joints. All mains and laterals shall be thoroughly flushed before valves or heads are installed.

    All risers within planting and groundcover ares shall be painted flat black with a paint which adheres well to PVC.

11. EXISTING INSTALLATIONS: In any instance where the contractor is required to cut into any existing irrigation installation for the purpose of repair and/or connection, the contractor shall be responsible for the flushing and testing of all lines and cleaning of all heads, nozzles, and components which may be affected by such cut. It shall be the contractors responsibility to immediately report any damage subsequent to such cuts or repairs to the Landscape Architect so that proper resolution of the damage may be determined. When interfacing with existing irrigation systems it shall be the contractors responsibility to schedule his work in such a manner that the existing system will remain operational for the greatest length of time possible. The contractor shall keep the owner and Landscape Architect appraised of his schedule in this matter.

END OF SECTION 2-0274

DIVISION 2 - SITE WORK

SECTION 0280

LANDSCAPE DEVELOPMENT

I. GENERAL

1. Staking and Layout: All staking and layout of physical features shall be approved by the Architect before construction of planting is started. The same shall apply to the establishment of proper grades and levels. All planting beds shall be accurately staked in accordance with the plans. Changes necessitated by building changes, etc., shall be in keeping with the overall concepts of the design. Any beds developed without the approval of the Architect shall, if they do not accurately represent the plan and/or the design concept, be re-developed without additional expense to the Owner.

2. Commencement of work: Work under this contract shall commence not less than ten (10) days after notice to proceed and shall be complete in an orderly business like fashion. Once work is begun it shall continue on consecutive working days until work is completed. Sundays, Saturdays, holidays and stoppages due to foul weather or delays caused by the Owner or building contractor shall be excluded. Unnecessary delays in work may result in forfeiture of Performance Bond when required.

3. Maintenance: The Contractor is entirely responsible for the work until final acceptance. Once material is planted, it shall receive water each day from time of planting until final inspection - not to include Sundays. Watering shall be done in accordance with sound nursery practice. Water source shall be provided by the Owner, hoses, etc. by the Contractor, unless otherwise specified for specific job conditions.

   The contractor is responsible for all plant material maintenance until acceptance by the owner. This shall include all watering pruning, cultivating, fertilizing, and weeding as required for healthy growth and establishment. Maintenance shall also include restoration of planting saucers, adjusting or repairing staking, resetting plant material to proper grade or vertical position as required, spraying material for insects and disease control and replacement of dead stolen or unacceptable materials.

4. Coordination of work: The Contractor shall be responsible for complete coordination of planting operations with the other Contractors on the job. Repair of damage to plants, grades, lawns, etc., during installation shall not be considered as an extra, and not chargeable to the Owner. Damage caused by other Contractors will be the responsibility of said Contractors.

5. Right to reject: The Owner shall have the right, at any stage of the work, to reject any and all work and materials which, in his opinion, may not meet the requirements of these specifications. Rejected material shall be immediately removed from the site and acceptable material substituted in its place.

6. Underground debris: Should any objectionable material such as concrete, bricks, roots or other debris be encountered during landscape installation, they shall be removed from the site by the Contractor. All open excavations shall be properly barricaded, and lighted at night.

7. All plant material furnished by the Contractor, unless otherwise specified, shall be **FLORIDA #1** or better in accordance with **GRADES AND STANDARDS FOR NURSERY PLANTS**, State Plant Board of Florida. The Architect reserves all rights to determine acceptability of plant material submitted for planting.

8. Substitutions: Substitutions will be permitted only upon submission of sufficient proof that any plant is not obtainable and upon authorization of the Architect. Under no circumstances shall unauthorized substitutions be included in the Bid Proposal and Breakdown.

9. Clean-up: The Contractor shall at all times keep the premises free from accumulation of waste material, soil, and/or rubbish caused by his employees or work. Contractor shall clean behind his work immediately and shall take necessary precautions to keep concrete, brick and other paving material clean of soil. This shall include the use of drop-cloths, etc. Damage to grades or lawns shall be repaired immediately and all debris and excess soil removed. Should the Contractor fail to keep the premises in a clean satisfactory condition, the owner reserves the right to hire appropriate personnel to perform clean-up work and back charge the Contractor for all costs incurred.

10. Abbreviations:

c.w.	clear wood
c.t.	clear trunk
cl. (s)	clump (s)
dbl.	double
o.a.	over all (height & width the same)
o.a.h	over all height
spr.	spread
stms.	stems
stg. hts.	staggered heights
hd. (s)	head (s)
std.	standard
f.o.w.	fan on wall *
f.o.f.	fan on fence *
tks.	trunks
esp.	espalier

r.c.	rooted cuttings
u.r.c.	un-rooted cuttings
o.c.	on center

* **NOTE**: (f.o.w. & f.o.f) Fan on Wall and Fan on Fence shall mean providing all necessary hooks, masonry plugs, and tying as required to begin espalier of plants specified.

11. Completion and acceptance:

    1. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the drawings and specifications, and associated change order as approved by the Architect.

    2. Final inspection shall be made by the Architect at the request of the Contractor, and shall be prior to final request for payment. All requirements of the specifications shall apply until final acceptance of the work by the Owner or his representative.

    3. The acceptability of all material, workmanship, labor and compliance with the specifications, grades and standards shall be solely determined by the Architect.

12. Guarantee and replacement:

    1. All plant materials shall be guaranteed to be alive and in satisfactory growth, **FLORIDA #1 GRADE** or better, as to their species, at the end of the guarantee period.

    2. Guarantee periods for plant materials shall be as follows:

Ground covers & vines	- 12 months
Shrubs	- 12 months
Palms	- 12 months
Trees (including Myrica spp.)	- 12 months

    3. Upon acceptance of the landscape installation the Landscape Contractor shall supply the Owner with a complete and adequate maintenance program to be followed during and after the guarantee period. The Landscape Contractor shall make frequent inspections of the job during the guarantee period to determine if proper maintenance is being given. It shall be understood that in accordance with the terms of the guarantee that the Landscape Contractor must promptly inform the Owner if proper maintenance is not being given to

the installation. Such notice shall be in writing outlining corrective measures to be taken with a copy to the Architect.

4. At any time during the guarantee period the Landscape Contractor shall be required to replace all plants that are dead or in an unsatisfactory condition of growth. All replacements included within the guarantee shall be at the Contractor's expense, shall be of like size and kind of the plants removed, and, shall be guaranteed for an additional period of time in compliance with Section 0280, XI.1 & XI.2.

13. Acts of God: Materials planted and damaged or destroyed by any phenomena considered as an Act of God, ie., vandalism, wind, fire, flood, freeze, theft, rain, hail, etc. shall, according to the Florida law, belong to the Owner and shall be his responsibility. Materials stored on-site as yet not planted are not covered by this clause and are the sole responsibility of the Contractor.

END OF SECTION 2-0280

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DIVISION 2 - SITE WORK

SECTION 0281

TOPSOIL AND FERTILIZERS

I. GENERAL

1. Topsoil Topsoil is defined as 90% sand with not more than 2% clay or silt and the balance as loam material. Organic material shall not exceed 5%. Sand is defined below as material which passes through number 270 and number 10 sieve. Topsoil shall be free from hard clods, stiff clay, hardpan, sods, stones over 1", lime, cement, bricks, coal ashes, cinders, slag, concrete, tar or its residue, tarred paper, boards, weeds or weed seed, sticks or other objectionable material as determined by the Landscape Architect.

2. The Contractor is responsible for performing percolation tests to determine percolation rates for areas of the site to receive landscaping,ie., lawns, beds, hedge rows and all tree locations. In areas where drainage is less than 6" per hour the contractor shall install sumps to provide drainage at 6" per hour. Sumps shall be a minimum of 8" in diameter, shall be a minimum of 36" deep or sufficient depth to break through to sandy soils capable of providing the required drainage, whichever is greater and backfilled with clean builders sand.

3. Rough grades to be furnished shall be ascertained by site inspection prior to bidding.

4. The pH of all topsoil shall be between 6.0 and 7.0. A soil analysis shall be provided to the Landscape Architect by the Project Manager indicating soil pH.

II. MATERIALS

1. Peat Moss - Peat moss shall consist of coarse, partially decomposed vegetable matter of natural occurrence. It shall be medium brown in color, clean, low in content of mineral and woody material, and mildly acid, and shall be shredded and free from all stones and twigs.

2. Sand - Clean, coarse, ungraded, meeting ASTM C33-55 requirement for concrete sand.

3. Bonemeal - Commercial bonemeal shall be finely ground and have a minimum analysis of 4% nitrogen and 20% phosphoric acid.

4. Natural Organic Fertilizer - Shall be a commercially natural organic fertilizer 6-3-0 (active sludge), such as Milorganite, produced by the Sewerage Commission, Milwaukee, Wisconsin.

5. Fertilizer and Lime Materials

1. Fertilizers: All fertilizers shall be uniform in composition free flowing and suitable for application by mechanical spreader equipment. Fertilizers shall be delivered to the site fully labeled according to applicable State Fertilizer laws. The following information shall be shown on the fertilizer bag or package or on a tag:

    1. Name and address of manufacturer.

    2. Name, brand or trade mark.

    3. Number of net pounds of ready mixed material in the package.

    4. Chemical composition or analysis.

    5. Guarantee of analysis.

    If a brand or grade of fertilizer is delivered in the bulk, a written statement having the above listed information must accompany each load.

2. Custom Mixed Fertilizers shall have a written statement containing the following information with each load:

    1. Weight of each commercial fertilizer used in the custom mixing.

    2. The guaranteed analysis of each commercial fertilizer used in the custom mixing.

    3. Total weight of fertilizer delivered in each load.

    4. The manufacturer of each of the commercial fertilizers.

    5. Guaranteed analysis of each load to be stated as follows:

        1. % of total Nitrogen.

        2. % of total available Phosphoric Acid.

        3. % of total Soluble Potash.

    6. Name and address of the person selling the fertilizer.

3. Fertilizer Application Rates shall be determined by soil test (Under unusual circumstances where there is insufficient time for a complete soil test, 3 pounds Milorganite Fertilizer per 1000 sq. ft. can be applied.) shall be distributed evenly over the area to be sodded.

4. Lime: Lime material shall be ground limestone (Hydrated or burnt lime may be substituted) which contains at least 50% total oxides (calcium oxide plus magnesium oxide). Ground limestone shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 98% to 100% will pass through a mesh sieve.

    1. Application rates for liming materials shall be determined by soil tests. (Under unusual circumstances where there is insufficient time for a complete soil test, the Landscape Architect shall be consulted for rates off application to be used if any. When used lime shall be applied at a minimum rate of 50 pounds of ground limestone of its equivalent per 1000 sq. ft.) unless otherwise directed by the Landscape Architect. Lime shall be distributed uniformly over the entire area to be sodded or planted.

III. EXECUTION

1. Topsoil shall be placed in all planting pits 6" below and to the side of Plant Root System.

2. All fertilizers and soil amendments shall be spread prior to beginning work under paragraph 3 below.

3. Lawn Areas - in those instances that topsoil is called for in lawn areas it shall be placed four inches (4") deep and diced or roto-tilled an additional four inches (4") into the existing grade. A smooth tractor blade finish plus one inch (1") below sod finish grade shall then be established.

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DIVISION 2 - SITE WORK

SECTION 0283

PLANTING

I. GENERAL

1. Nomenclature: The names used conform to the names given in 'Standardized Plant Names' except in cases not covered by that book, in which case, the names conform to the customs of the trade.

2. Summary of Materials Lists: An itemized list of plants is shown in 0-0004, of the specifications and complete requirements for these plants are a part of this specification.

3. All plant material furnished by the contractor, unless otherwise specified, shall be **FLORIDA NO. 1** or better, in accordance with **GRADES AND STANDARDS FOR NURSERY PLANTS**, State Plant Board of Florida. The Landscape Architect reserves all rights to determine acceptability of plant material submitted for planting. Trees and palms must meet specifications contained herein, but need not necessarily be nursery grown stock.

II. MATERIALS

1. Trees and Palms: All trees must have a fully developed fibrous root system, be heavily branched, or in the case of palms, heavily frond, free from all insects, fungus, and other diseases. All trees and palms except Cabbage Palms shall be balled and burlapped. All trees and palms shall have a habit of growth that is normal for the species. In the case of trees named as Specimen items, the Landscape Architect shall retain the right to reject them when they lack proper Landscape Architectural character as called for by its use on the plan. (This shall be determined prior to planting at the request of the Landscape Contractor.)

2. Shrubs and Vines: All shrubs and vines shall have a fully developed root system, and shall fulfill dimensional requirements and be considered normal for the species unless stated. Shrubs and vines shall be heavily canned and leafed foliage to base and shall be free from insects, diseases and mutilations of any nature. Self-heading shall be planted in well rotted manure in pits twelve inches (12") greater at all dimensions than the ball of the plant. All Yuccas shall be rooted plants. All Azaleas shall be planted in pits twelve inches (12") greater than the ball of the plants. Domestic peat shall be used to fill the cavity between ball and pit. Soil amendments shall be added to insure proper acidic reaction of soil. When Azaleas are planted in masonry planters or planting areas the sides of area shall be lined with .005 polyethylene to protect from alkaline nature of masonry.

3. Groundcovers: All groundcovers shall have a sturdy fibrous root system, unless unrooted cuttings are called for on the plans and/or Summary of Materials, shall be heavily leafed and must be free of all insects, diseases and injuries.

III. EXECUTION

1. Digging and Moving:

    1. B & B Plants: No plant shall be accepted when the ball of earth surrounding its roots has been cracked or broken. The diameter of the ball must be sufficient to encompass the fibrous and feeding root system necessary for the maximum development of the plant.

    2. Only a minimum of fronds shall be removed from the crown of palm trees to facilitate moving and handling. Clear trunk shall be as specified after the minimum of fronds has been removed.

    3. Cabbage palm buds shall be secured with a 2"x 2"x 10' board wired to the trunk of the tree. The buds shall be tied with a burlap strip and secured to the 2"x 2" board and shall be left tied up until the palm is well established. The contractor shall be responsible for removal of the 2"x2" board when directed. Cabbage Palms with marred, charred or burned trunks will not be accepted, until all traces of burn have been removed with a wire brush.

    4. Protection After Delivery: The balls of B & B plants which cannot be planted immediately on delivery shall be covered with moist soil or mulch, or equal protection from drying winds or sun, and kept moist.

    5. Protection: Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved method.

2. Preparation of Ground Planting:

    1. No plant pit shall be dug or prepared until their locations have been staked on the ground and approved. All plant materials shall be subject to inspection at any time by the Owner to determine adherence to quality and size.

    2. Circular pits with vertical sides shall be excavated for all plants. Diameter of pits for trees shall be at least two feet (2') greater than the diameter of the ball. The depth of pits for trees shall be enough to accommodate the ball when the plant is set to finish grade allowing for six inches (6") compacted planting soil in the bottom of the pit.

3. Planting Operations:

1. Setting Plants: All plants shall be planted in pits, centered and set on six inches (6") of compacted topsoil to such a depth that the finish grade level at the plant after settlement will be the same as that at which the plant was grown. All planting areas shall receive adequate fertilization with agriform tablets as per schedule in plans. Watering shall commence with backfilling to eliminate all air pockets. No burlap shall be pulled out from under balls. Roots shall be spread in their normal position. All broken or frayed roots shall be cut off cleanly. Planting shall be set so that the final grade of ground around the plants shall conform to surrounding grades.

2. Coordination: The contractor shall be responsible for complete coordination of planting operations with the building contractor and any other contractor on the job. Repair of damage to plants, grades, lawns, etc., during installation shall not be considered as an extra, and not chargeable to the Owner. Damage caused by other contractors will be the responsibility of said contractor.

4. Pruning:

1. The amount of pruning, unless otherwise directed, shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning shall be done in such a manner as to not change the natural habit or shape of the plant. All cuts over one-half inch (1/2") in diameter shall be treated with an approved tree paint.

2. All trees shall be trimmed up for clear trunk, as directed by the Landscape Architect. Such pruning is for aesthetic character and shall be done only under his direction.

5. Watering:

1. All Plant material shall be watered in at the time of planting, and not left to dry out until the end of the day. The automatic irrigation system, if specified, does not replace the need for handwatering. The Contractor shall be responsible for all watering to avoid transplant shock.

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END OF SECTION 2-0283

DIVISION 2 - SITE WORK

SECTION 0286

MISCELLANEOUS

I. MULCH

1. General:

    1. All planting beds for ground covers, vines and shrubs shall be mulched.

    2. Individual tree plantings shall not be mulched unless specified on plans.

2. Products & Materials:

    1. Unless otherwise specified on the plans, all mulch shall be Cypress bark mulch, Grade B, as manufactured by American Wood Products or equal.

    2. Shredded punk tree mulch, as manufactured by FRI, Ft. Myers, Fl.

    3. Three inch Redwood Nuggets by Sierra Pacific Industries, P.O. Box 820, Susanville, CA, 96130, or equal.

    4. Pine Bark by Anderson Peat Co., Ft. Wayne, IN., or equal.

    5. Pine straw mulch shall be clean, free of moss, bark and branches, and shall be dried pine needles from long leaf pines.

3. Installation:

    1. Mulch shall be spread around all planting beds to a uniform depth.

    2. Quantities specified shall be spread to cover.

II. BOULDERS

1. General: Boulders shall be located as shown on plans.

2. Products & Materials: Boulders shall be water washed shelf cap hard rock.

3. Installation:

    1. The Contractor shall be responsible for scaling the boulder size as shown on the plans and providing boulders that meet the size drawn.

    2. Boulders shall be set in place in a manner that allows them to appear as a natural element in the landscape. In some cases portions of a boulder may need to be buried to achieve this appearance.

END OF SECTION 2-0286

TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA 34228
(813) 383-3721

PURCHASE ORDER 9043

Remit:
P O BOX 10127
BRADENTON, FL 34282-0127

DATE 12-12-94
PAGE 1 of 1
VENDOR 12494
TERMS 4% 10 DAY
REQ. NO. 25-95-017
DUE 04-04-95
P.O. TYPE BLANKET

Roy Woodruff 756-1871

WOODRUFF & SONS INC
PO BOX 10127
BRADENTON, FL 34282-0127

SHIP TO:
TOWN OF LONGBOAT KEY
PLANNING ZONING & BUILDING DEPT
610 General Harris
Longboat Key, FL
34228

QUANTITY	UNIT	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			BLANKET PURCHASE ORDER to cover construction of Joan M Durante Community Park phase 2 as awarded 11-17-94 under terms of Bid #95-001, and per Notice to Proceed issued 12/12/94 Includes Alternate Amt. (changing cypress to cedar)		323765 79

RECORD OF PARTIAL PAYMENTS

DATE	AMOUNT	BALANCE	DATE	AMOUNT	BALANCE
2/28/95	64,789.00	256,979.79	1-29-96	8566.54	-0-
4/3/95	92,428.78	164,551.01			
4/25/95	140,362.33	24,188.68			
Change orders 3,4	+26,927.67	51,116.35			
7-10-95	34,515.01	16,601.34			
7-11-95	-8034.80	8566.54			

Chang Order

APPROVED
9043 041013

615.7500 572.6101 323,765.79

TOTAL 323765 79

DEPARTMENT COPY

TO: CARMEN
FROM: DARLENE
SUBJECT: PO 9043 / DURANTE PARK

DATE: 02 MAY 1995
TIME: 05:17 PM

I HAVE INCREASED THIS PURCHASE ORDER BY $26,927.67 - WE ALSO ARE PAYING DRAW #3 OUT THIS WEEK (05-03-95). PLEASE SHOW THE BALANCE ON PO 9043 AS $51,116.35.

THANKS,

DAR

Print Key Output SITE786 Page 1
5763SS1 V3R1M0 940909 10/31/95 12:40:50

Display Device . . . . . : C3
User . . . . . : WM786CKT

CCS0041E CUSTOMER MAINTENANCE 10/31/95 10:41
WM786CKT OPEN INVOICE - LINE ITEM

ACCOUNT NUMBER: 0271459
BILLING NAME: TOWN OF LONGBOAT KEY
INVOICE NUMBER: 166387
INVOICE DATE 06/09/95

INVOICE AMT 2.23
INVOICE BAL: 2.23

DATE	REF.	DESCRIPTION	AMOUNT
05/09/95		PREVIOUS BALANCE	135.01
05/16/95		PAYMENT RECEIVED	-67.00
		BALANCE FORWARD	68.01
		TOWN OF LONGBOAT KEY	
		5540 GULF OF MEXICO DR	
		LONGBOAT KEY FL 34228	
		TWICE PER WEEK PORT-O-LET SERVICE	2.23
		06/01/95 - 06/01/95	

1-RETURN

DIRECT: _____

SEL: 1_

Print Key Output SITE786 Page 1
5763SS1 V3R1M0 940909 10/31/95 12:40:54

Display Device . . . . . : C3
User . . . . . : WM786CKT

CCS0041E CUSTOMER MAINTENANCE 10/31/95 10:41
WM786CKT OPEN INVOICE - LINE ITEM

ACCOUNT NUMBER: 0271459
BILLING NAME: TOWN OF LONGBOAT KEY
INVOICE NUMBER: 166387
INVOICE DATE: 06/09/95

INVOICE AMT: 2.23
INVOICE BAL: 2.23

DATE	REF.	DESCRIPTION	AMOUNT
		TOTAL CURRENT CHARGES	2.23
		LATE CHARGE ASSESSED	1.01
		TOTAL AMOUNT NOW DUE	71.25

1-RETURN

DIRECT: _____

SEL: 1_ BOTTOM OF SCROLL AREA HAS BEEN REACHED

11/3/95 Darlene found request to pay of 5/15-
She will process next week of 11/6 - advised Christian at WM.

Print Key Output Page 1
5763SS1 V3R1M0 940909 SITE786 10/31/95 12:41:03

Display Device . . . . . : C3
User . . . . . : WM786CKT

CCS0041E CUSTOMER MAINTENANCE 10/31/95 10:41
WM786CKT OPEN INVOICE - LINE ITEMS

ACCOUNT NUMBER: 0271459
BILLING NAME: TOWN OF LONGBOAT KEY
INVOICE NUMBER: 163223 INVOICE AMT: 67.00
INVOICE DATE: 05/09/95 INVOICE BAL: 67.00

DATE	REF.	DESCRIPTION	AMOUNT
04/10/95		PREVIOUS BALANCE	67.00
		BALANCE FORWARD	67.00
		TOWN OF LONGBOAT KEY	
		5540 GULF OF MEXICO DR	
		LONGBOAT KEY FL 34228	
		TWICE PER WEEK PORT-O-LET SERVICE	
		MAY 95	67.00

1-RETURN

SEL: 1_ DIRECT: _____

Print Key Output Page 1
5763SS1 V3R1M0 940909 SITE786 10/31/95 12:41:06

Display Device . . . . . : C3
User . . . . . : WM786CKT

CCS0041E CUSTOMER MAINTENANCE 10/31/95 10:41
WM786CKT OPEN INVOICE - LINE ITEMS

ACCOUNT NUMBER: 0271459
BILLING NAME: TOWN OF LONGBOAT KEY
INVOICE NUMBER: 163223 INVOICE AMT: 67.00
INVOICE DATE: 05/09/95 INVOICE BAL: 67.00

DATE	REF.	DESCRIPTION	AMOUNT
		TOTAL CURRENT CHARGES	67.00
		LATE CHARGE ASSESSED	1.01
		TOTAL AMOUNT NOW DUE	135.01

1-RETURN

SEL: 1_ BOTTOM OF SCROLL AREA HAS BEEN REACHED DIRECT: _____

Print Key Output

5763SS1 V3R1M0 940909 SITE786 11/01/95 10:38:40 Page 1

Display Device . . . . . CD
User WM786JMW

COS0251E ORDER MAINTENANCE 11/01/95 10:38
WM786JMW ACCT/ORD DIRECTORY

ACCOUNT NUMBER: 0271459 STATUS: CANCEL
SERVICE NAME: TOWN OF LONGBOAT KEY GRID:
SERVICE ADDR: 5540 GULF OF MEXICO DR ZONE:
CITY: LONGBOAT KEY

ENT (X)	ORDER NUMBER	SERVICE DATE	VERIFY DATE	ORD STS	RTE ID	TKT REQ	ACTN CODE	ORD QTY	SERVICE CODE	BILL CODE	BILL MEAS	BILLING QUANTITY
	055129	6/01/95	6/05/95	C	805	Y	NR	001	POLWM	NCS	UN	1.00

01-CONTINUE 02-RESTART

SEL: 01 3001 END OF DIRECTORY DISPLAY

p/u on the 15 on line CT

Waste Management of Manatee
and Sarasota County
6120 21st Street East
Bradenton, Florida 34203
(813) 753-7591
Fax (813) 755-4854

A Waste Management Company

FAX FORM

DATE: 11/1/95

TIME: 9:45 AM/PM

TO: Carmen

FROM: Christin
CEDAR HAMMOCK REFUSE DISPOSAL CORPORATION,
D/B/A WASTE MANAGEMENT OF MANATEE COUNTY

RE: Acct # 027469

TOTAL NUMBER OF PAGES (INCLUDING THIS PAGE): 4

COMMENTS:

IF YOU ARE NOT RECEIVING OUR COPIES, PLEASE INFORM US IMMEDIATELY.
IF ANY ASSISTANCE IS NECESSARY, OUR TELEPHONE NUMBER IS LISTED BELOW.

THANK YOU.

FAX # 813-755-4854

TELEPHONE # 813-753-7591

ctl
LOTUS
FAX.WK3

TOWN OF LONGBOAT KEY REQUISITION

____PO
__X__REQUEST TO PAY ($500 or less; attach invoice)
____QUOTATION ONLY
____FORMAL BID (attach specs)
____INCREASE PO

ACCOUNT #: 615 . 7500 . 522 . 6101 $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____

DELIVER TO: _____

FINANCE USE:

Vend #_____
Inv #_____
Desc:_____
_____
_____
_____
_____
_____
Net $_____
Pay Date _____
Price Ckd_____
FINANCE APPROVAL:
_____
DATE_____

QTY	DESCRIPTION	UNIT $	TOTAL $
	Port o-Let Services		
	AT PURANTE PARK		
	PER ATTACHED INV. 786-163223		68.01

DEPT. APPROVAL _____ **DATE** 5/15/95 **TOTAL $** 68.01

****
SPECIAL INSTRUCTIONS: _____attached enclosure, send with check
_____give check to_____
****
VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: Port-o-Let - Waste Management quote: _____
address: Of Manatee & Sarasota County
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

FROM:

W/M OF MANATEE CO
120 21ST ST E
RADENTON FL 3420

Carmen — Corrected. need RTO Pay for

INVOICE

ACCOUNT NUMBER
30380 PO 0271459

INVOICE NUMBER
786-163223

DATE
05/09/95

TO: FOR NAME/ADDRESS CHANGES SEE REVERSE SIDE

TOWN OF LONGBOAT KEY
501 BAY ISLES BLVD
LONGBOAT KEY FL 34228

BILLING INQUIRIES: 813/753-7591 SERVICE INQUIRIES: 813/753-7591

DATE	REFERENCE NUMBER	QUANTITY	DESCRIPTION	AMOUNT
04/10			PREVIOUS BALANCE	
			BALANCE FORWARD	67.00 ~~67.00~~
			TOWN OF LONGBOAT KEY 5540 GULF OF MEXICO DR LONGBOAT KEY FL 34228	
			TWICE PER WEEK PORT-O-LET SERVICE MAY 95	67.00
			TOTAL CURRENT CHARGES	67.00
			PAYMENT DUE UPON RECEIPT.	
			LATE CHARGE ASSESSED	1.01
			TOTAL AMOUNT NOW DUE	~~135.01~~

TZBK CK# 06390 05-10-95

YOUR ACCOUNT IS CURRENTLY 30 DAYS PAST DUE. PLEASE REMIT PAYMENT IMMEDIATELY.

EFFECTIVE IMMEDIATELY THERE WILL BE A 1% PER MONTH CHARGE ON UNPAID BALANCES OVER 30 DAYS OLD.

TO INSURE PROPER CREDIT RETURN REMITTANCE STUB WITH PAYMENT. SEND ALL CORRESPONDENCE TO OUR ADDRESS LISTED ABOVE.

Monte Pork

PLEASE RETURN THIS PORTION WITH PAYMENT - DO NOT ATTACH CHECK TO STUB

INVOICE DATE: 05/09/95
CURRENT CHARGES: ~~67.00~~
TOTAL DUE: ~~135.01~~

W/M OF MANATEE COUNTY
6120 21ST ST E
BRADENTON FL 34203-5005

ACCOUNT NUMBER	AMOUNT PAID
380380 PO 0271459	$ 68.01
INVOICE NUMBER: 786-163223	CHECK NUMBER:

PLEASE MAKE CHECK PAYABLE TO:

TOWN OF LONGBOAT KEY
501 BAY ISLES BLVD
LONGBOAT KEY FL 34228

2 801 A IP01
PORT-O-LET - WASTE MANAGEMENT
OF MANATEE AND SARASOTA COUNTY
PO BOX 105468
ATLANTA GA 30348-5468

111000892

380380027145916322300000006700000000000000000135013803935>

printed on recycled paper
30% post consumer waste

TOWN OF LONGBOAT KEY REQUISITION

____PO

____REQUEST TO PAY ($500 or less; attach invoice)

____QUOTATION ONLY

____FORMAL BID (attach specs)

X INCREASE PO 9042
Decrease

ACCOUNT #: 615 . 750 . 572 . C101 $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____

DELIVER TO:_____

FINANCE USE:

Vend #_____

Inv #_____

Desc:_____

Net $_____

Pay Date _____

Price Ckd_____

FINANCE APPROVAL:

_____

DATE_____

QTY	DESCRIPTION	UNIT $	TOTAL $
	Decrease PO 9042 in accordance with Change order #5 attached		-8034.80

DEPT. APPROVAL_____ **DATE** 7/10/25 **TOTAL $** -8034.80

****

SPECIAL INSTRUCTIONS: _____attached enclosure, send with check
_____give check to_____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: Woodcliff & Sons quote:_____
address:_____
phone:_____fax:_____

vendor:_____ quote:_____
address:_____
phone:_____fax:_____

vendor:_____ quote:_____
address:_____
phone:_____fax:_____

Ce cnt

MADDOX & ASSOCIATES ARCHITECTS, P.A.
1266 FIRST STREET - SUITE 9
SARASOTA, FL 34243

(813) 955-7358
FAX (813) 955-7360

LETTER OF TRANSMITTAL

DATE	JOB NO
06/01/95	93012.02

ATTENTION: Len Smalley

RE: Joan M. Durante Community Park

TO Town of Longboat Key

501 Bay Isles Rd.

Longboat Key, FL 34228

WE ARE SENDING YOU [X] Attached [ ] Under separate cover via _____ the following items:

[ ] Shop Drawings [ ] Specifications [ ] Plans [ ] Prints

[ ] Copy of letter [X] Change order [ ] _____

COPIES	DATE	NO.	DESCRIPTION
4	*******		Change Order #5

RECEIVED
JUN - 5 1995
PUBLIC WORKS DEPT.

THESE ARE TRANSMITTED as checked below:

[X] For approval [ ] Approved as submitted [ ] Resubmit _____ copies for approval

[ ] For your use [ ] Approved as noted [ ] Submit _____ copies for distribution

[ ] As requested [ ] Returned for corrections [ ] Return _____ corrected prints

[ ] For review and comment [ ] _____

[ ] FOR BIDS DUE _____ 19 _____ [ ] PRINTS RETURNED AFTER LOAN TO US

REMARKS Len - Please have this Change Order executed so we can wrap up the paperwork on Durante Park.

rec'd 2

COPY TO FILE

SIGNED: Bill Maddox

If enclosures are not as noted, kindly notify us at once.

CAW 6-2095

I MADE

A COPY.

YOU KEEP

THE ORIGINAL

OK

CHANGE ORDER

Owner ☐
Architect ☐
Contractor ☐
Field ☒
Other ☐

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	5
		DATE:	03/30/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

The Contract is changed as follows:

1. Delete pavilion security shutters and all related hardware	($8,458.00)	
2. Revise support for pavilion benches (per Halfacre sketch attached)	$487.60	
3. Modify Truss #1 splice detail per sketch SK-19	$248.40	
4. Modify detail (2/A-1) to delete Simpson connectors at upper end of joists	($312.80)	
		($8,034.80)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$323,768.79
Net change by previously authorized Change Orders	$26,927.67
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$350,696.46
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be ~~(increased)~~ (decreased) ~~(unchanged)~~ by this Change Order in the amount of	($8,034.80)
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$342,661.66
The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by	(0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	March 29, 1995

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Architect	Contractor	Owner
Maddox & Associates Architects 1266 First Street Suite 9 Sarasota, FL 34236	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	Town of Longboat Key 501 Bay Isles Rd. Longboat Key, FL 34228
By William E. Maddox	By Donald P. Woodruff Vice President	By
Date 4/3/95	Date 05/25/95	Date

TOWN OF LONGBOAT KEY REQUISITION

____PO

____REQUEST TO PAY ($500 or less; attach invoice)

____QUOTATION ONLY

____FORMAL BID (attach specs)

__x__INCREASE PO 9043

ACCOUNT #: 1615 . 7500 . 572 . 6101 $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____

DELIVER TO:_____

FINANCE USE:

Vend #_____

Inv #_____

Desc:_____

Net $_____

Pay Date _____

Price Ckd_____

FINANCE APPROVAL:

_____

DATE_____

QTY	DESCRIPTION	UNIT $	TOTAL $
	Increase PO 9043 in accordance with Change Orders 1, 2, 3 and 4 attached for a total of		$26,927.67

DEPT. APPROVAL_____ **DATE**_____ **TOTAL $** 26,927.67

****

SPECIAL INSTRUCTIONS: _____attached enclosure, send with check
_____give check to_____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: Woodruff & Sons, Inc. quote:_____
address:_____
phone:_____fax:_____

vendor:_____ quote:_____
address:_____
phone:_____fax:_____

vendor:_____ quote:_____
address:_____
phone:_____fax:_____

2216 Change Or.

CHANGE ORDER

Owner ☐
Architect ☐
Contractor ☒
Field ☐
Other ☐

FEB 3[illegible] 1995

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	1
		DATE:	02/01/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

The Contract is changed as follows:

Add 1-1/2" anodized aluminum handrail to both sides of entry stairs per attached sketch SK-2.	$771.02	$771.02

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$323,768.79
Net change by previously authorized Change Orders	$0.00
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$323,768.79
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased)~~ (unchanged) by this Change Order in the amount of	$771.02
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$324,539.81
The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by	(0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	March 29, 1995

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Architect	Contractor	Owner
Maddox & Associates Architects 1266 First Street Suite 9 Sarasota, FL 34236	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	Town of Longboat Key 501 Bay Isles Rd. Longboat Key, FL 34228
William E. Maddox	Donald P. Woodruff	
By	By	By
2/2/95	2-4-95	2-8-95
Date	Date	Date

CHANGE ORDER

Owner ☐
Architect ☐
Contractor ☒
Field ☐
Other ☐

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	2
		DATE:	02/06/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

The Contract is changed as follows:

Add Pond fountain indicated in the construction documents as Alternate L-1	$8,256.60	~~$8,256.60~~

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$323,768.79
Net change by previously authorized Change Orders	$771.02
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$324,539.81
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased)~~ ~~(unchanged)~~ by this Change Order in the amount of	$8,256.60
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$332,796.41
The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by	(0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	March 29, 1995

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Architect	Contractor	Owner
Maddox & Associates Architects 1266 First Street Suite 9 Sarasota, FL 34236	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	Town of Longboat Key 501 Bay Isles Rd. Longboat Key, FL 34228
William E. Maddox	Donald P. Woodruff	
By	By	By
2/6/95	2/13/95	2-8-95
Date	Date	Date

MEMORANDUM

DATE: 03-28-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK CHANGE ORDERS #3 AND #4

Attached are three (3) originals of Change Orders #3 and #4 for your signature. We will return two fully executed originals of each to Bill Maddox.

Change Order #3 is for the construction of a concrete walkway from the pavilion's handicap ramp to the handicap space. This is a requirement of ADA. Maddox's original design did not include this construction.

Change Order #4 is for the vegetated buffer. Attached is your memo indicating prior approval.

I recommend approval of both of these change orders.

/cmg

RECEIVED
MAR 29 1995
TOWN MANAGER OFFICE

MEMORANDUM

DATE: 03-06-95

TO: Len Smally, Public Works Director

FROM: Griff Roberts, Town Manager

SUBJECT: Durante Park Buffer Plants

Please accept my approval for Bill Maddox to proceed with the change order for $16,000+/- to plant critical areas of the buffer. I would like to have this work done by March 17th for the scheduled dedication.

GHR/dhs

cc: Bill Maddox, Maddox & Associates

RECEIVED
MAR - 7 1995
PUBLIC WORKS DEPT.

CHANGE ORDER

Owner ☐
Architect ☐
Contractor ☒
Field ☐
Other ☐

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	4
		DATE:	03/02/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

The Contract is changed as follows:

Revise concrete/shell walkways and curbs per attached sketch SK-24 and attached spreadsheet	$1,027.56	$1,027.56

Not valid until signed by the Owner, Architect and Contractor.

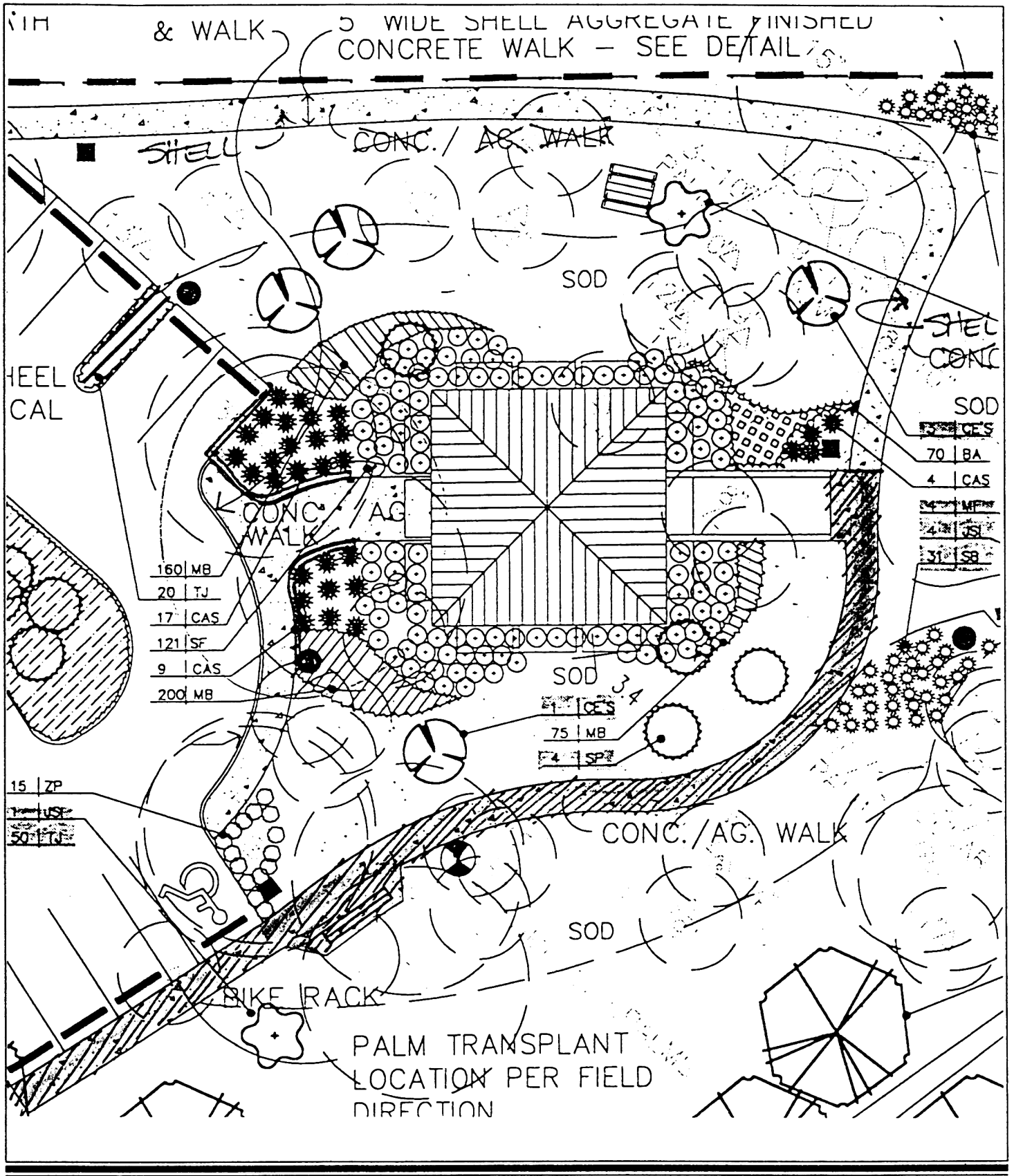
The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$323,768.79
Net change by previously authorized Change Orders	$25,900.11
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$349,668.90
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) ~~(decreased)~~ ~~(unchanged)~~ by this Change Order in the amount of	$1,027.56
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$350,696.46
The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by	(0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	March 29, 1995

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Architect	Contractor	Owner
Maddox & Associates Architects 1266 First Street Suite 9 Sarasota, FL 34236	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	Town of Longboat Key 501 Bay Isles Rd. Longboat Key, FL 34228
By William E. Maddox	By Ronald P. Woodruff	By
Date 3/2/95	Date 3/17/95	Date 4/25/95

	Quantity	Unit	Unit Price	Total	
CONTRACT AMOUNTS					
6" Concrete curb	75	LF	$15.00	$1,125.00	
5' wide shell walkway	833.3333	SY	$12.87	$10,725.00	
Concrete/Shell Aggregate walkway	65	SY	$34.65	$2,252.25	
2 yr maintenance of littoral zone	1	EA	$4,488.00	$4,488.00	
Total					$18,590.25
NEW AMOUNTS					
6" Concrete curb	145	LF	$15.00	$2,175.00	
5' wide shell walkway	731.3333	SY	$12.87	$9,412.26	
Concrete/Shell Aggregate walkway	167	SY	$34.65	$5,786.55	
1 yr maintenance of littoral zone	1	EA	$2,244.00	$2,244.00	
Total					$19,617.81
BALANCE (increase contract by this amount)					$1,027.56

F:\DATA\DWGDATA\TLBK\PARK\CA\SK-23 3-2-95 5:27:14 pm EST



MADDOX & ASSOCIATES
ARCHITECTS

DURANTE PARK

REVISED CONC./SHELL WALKS & CURBS

PROJECT NO.:	93012.02
DATE:	3/02/95
DRAWN BY:	FS
CHECKED BY:	WEM
SCALE:	1"=20'
SHEET NO.:	SK-24

NO. • DATE • REVISION

CHANGE ORDER

Owner ☐
Architect ☐
Contractor ☒
Field ☐
Other ☐

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	3
		DATE:	03/02/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

The Contract is changed as follows:

Add buffer landscaping and irrigation per attached spreadsheet (Note: buffer to be field located by Landscape Architect)	$16,872.49	$16,872.49

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$323,768.79
Net change by previously authorized Change Orders	$9,027.62
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$332,796.41
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$16,872.49
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$349,668.90
The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by	(0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	March 29, 1995

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Architect	Contractor	Owner
Maddox & Associates Architects 1266 First Street Suite 9 Sarasota, FL 34236	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	Town of Longboat Key 501 Bay Isles Rd. Longboat Key, FL 34228
By William E Maddox	By Ronald P. Woodruff	By
Date 3/2/95	Date 3/17/95	Date 4/25/95

	Quantity	Unit	Unit Price	Total	
CONTRACT AMOUNTS					
Scaveola plumieri	471	EA	$22.00	$10,362.00	
Irrigation zones "I" & "J"	24	EA	$38.50	$924.00	
Specialty gates	1	LS	$2,500.00	$2,500.00	
Total					$13,786.00
NEW AMOUNTS					
Scaveola frutescens	471	EA	$10.35	$4,874.85	
Irrigation zones "O" & "N"	16	EA	$66.00	$1,056.00	
Specialty gates	1	LS	$1,838.50	$1,838.50	
Green Buttonwood 24-26" O.A. 3 Gal	89	EA	$13.66	$1,215.74	
Wax Myrtle 24" 18" Spr 3 Gal	146	EA	$10.35	$1,511.10	
Sabal Palms 12'-24'	48	EA	$126.50	$6,072.00	
Live Oaks 10'x4' Spr 2" Cal 30 Gal	30	EA	$215.63	$6,468.90	
Scaveola frutescens 24"x24" Spr 3 Gal	324	EA	$10.35	$3,353.40	
Mulch installed from on site	170	CY	$15.40	$2,618.00	
Establishment Maintenance for buffer 90 days	1	LS	$1,650.00	$1,650.00	
Total					$30,658.49
BALANCE (increase contract by this amount)					$16,872.49

M E M O R A N D U M

DATE: 03-28-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK CHANGE ORDERS #3 AND #4

Attached are three (3) originals of Change Orders #3 and #4 for your signature. We will return two fully executed originals of each to Bill Maddox. Mailed 4/25/95

Change Order #3 is for the construction of a concrete walkway from the pavilion's handicap ramp to the handicap space. This is a requirement of ADA. Maddox's original design did not include this construction.

Change Order #4 is for the vegetated buffer. Attached is your memo indicating prior approval.

I recommend approval of both of these change orders.

/cmg



M E M O R A N D U M

DATE: 03-06-95

TO: Len Smally, Public Works Director

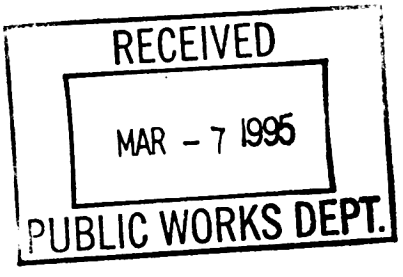
FROM: Griff Roberts, Town Manager

SUBJECT: Durante Park Buffer Plants

Please accept my approval for Bill Maddox to proceed with the change order for $16,000+/- to plant critical areas of the buffer. I would like to have this work done by March 17th for the scheduled dedication.

GHR/dhs

cc: Bill Maddox, Maddox & Associates



CHANGE ORDER

Owner ☒
Architect ☐
Contractor ☐
Field ☐
Other ☐

MAR 10 1995

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	3
		DATE:	03/02/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

The Contract is changed as follows:

Add buffer landscaping and irrigation per attached spreadsheet (Note: buffer to be field located by Landscape Architect)	$16,872.49	$16,872.49

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$323,768.79	
Net change by previously authorized Change Orders	$9,027.62	
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$332,796.41	
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased)~~ ~~(unchanged)~~ by this Change Order in the amount of	$16,872.49	
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$349,668.90	
The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) by		(0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	March 29, 1995	

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Architect	Contractor	Owner
Maddox & Associates Architects 1266 First Street Suite 9 Sarasota, FL 34236	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	Town of Longboat Key 501 Bay Isles Rd. Longboat Key, FL 34228
William E. Maddox	Arnold P. Woodruff	
By	By	By
3/2/95	3/17/95	4/2/95
Date	Date	Date

	Quantity	Unit	Unit Price	Total	
CONTRACT AMOUNTS					
Scaveola plumieri	471	EA	$22.00	$10,362.00	
Irrigation zones "I" & "J"	24	EA	$38.50	$924.00	
Specialty gates	1	LS	$2,500.00	$2,500.00	
Total					$13,786.00
NEW AMOUNTS					
Scaveola frutescens	471	EA	$10.35	$4,874.85	
Irrigation zones "O" & "N"	16	EA	$66.00	$1,056.00	
Specialty gates	1	LS	$1,838.50	$1,838.50	
Green Buttonwood 24-26" O.A. 3 Gal	89	EA	$13.66	$1,215.74	
Wax Myrtle 24" 18" Spr 3 Gal	146	EA	$10.35	$1,511.10	
Sabal Palms 12'-24'	48	EA	$126.50	$6,072.00	
Live Oaks 10'x4' Spr 2" Cal 30 Gal	30	EA	$215.63	$6,468.90	
Scaveola frutescens 24"x24" Spr 3 Gal	324	EA	$10.35	$3,353.40	
Mulch installed from on site	170	CY	$15.40	$2,618.00	
Establishment Maintenance for buffer 90 days	1	LS	$1,650.00	$1,650.00	
Total					$30,658.49
BALANCE (increase contract by this amount)					$16,872.49

CHANGE ORDER

MAR 10 1995

Owner ☒
Architect ☐
Contractor ☐
Field ☐
Other ☐

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	4
		DATE:	03/02/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

The Contract is changed as follows:

Revise concrete/shell walkways and curbs per attached sketch SK-24 and attached spreadsheet	$1,027.56	
		$1,027.56

Not valid until signed by the Owner, Architect and Contractor.

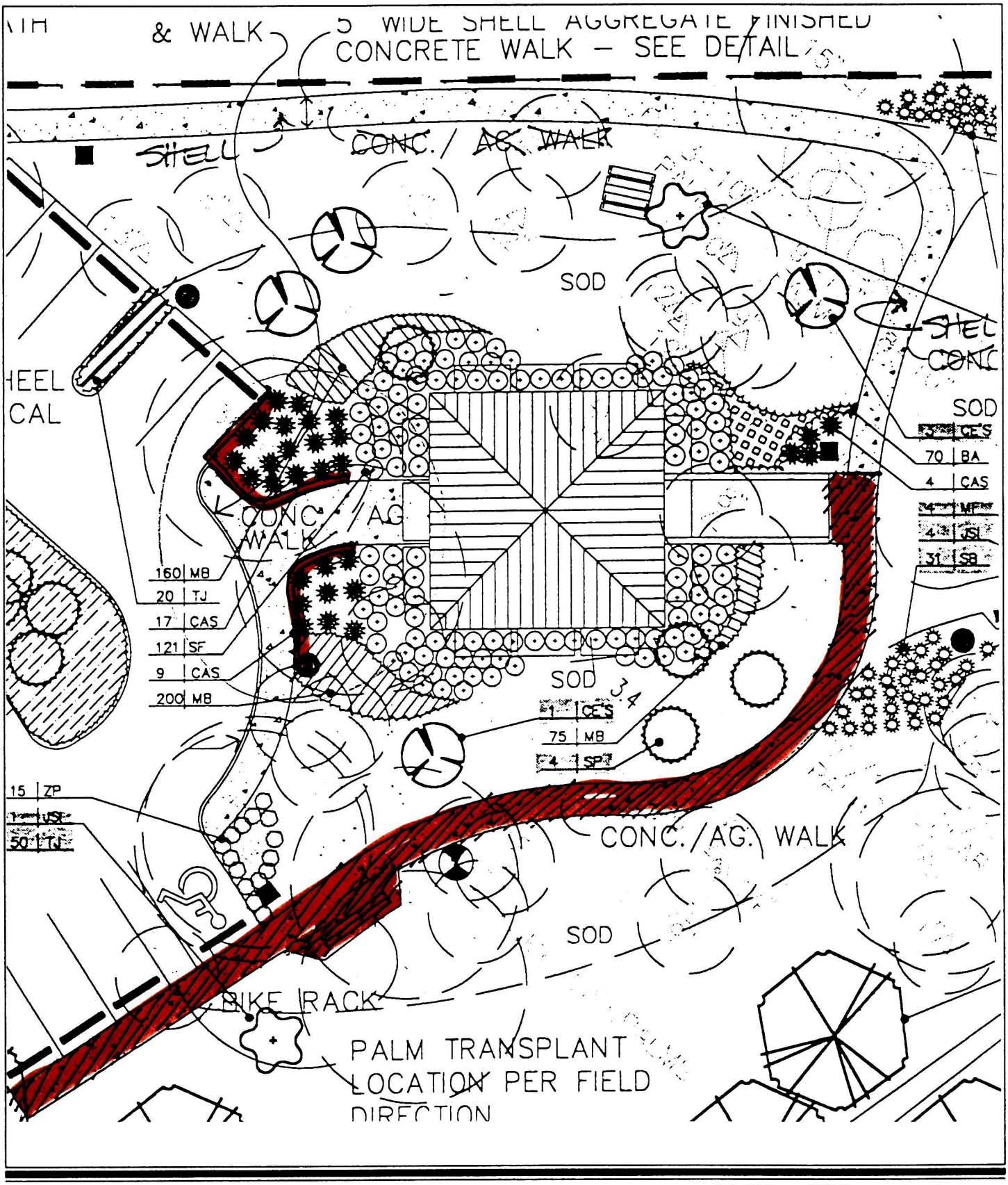
The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$323,768.79	
Net change by previously authorized Change Orders	$25,900.11	
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$349,668.90	
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$1,027.56	
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$350,696.46	
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by		(0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	March 29, 1995	

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Architect	Contractor	Owner
Maddox & Associates Architects 1266 First Street Suite 9 Sarasota, FL 34236	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	Town of Longboat Key 501 Bay Isles Rd. Longboat Key, FL 34228
By William E. Maddox	By Donald P. Woodruff II	By
Date 3/2/95	Date 3/17/95	Date 4/25/95

	Quantity	Unit	Unit Price	Total	
CONTRACT AMOUNTS					
6" Concrete curb	75	LF	$15.00	$1,125.00	
5' wide shell walkway	833.3333	SY	$12.87	$10,725.00	
Concrete/Shell Aggregate walkway	65	SY	$34.65	$2,252.25	
2 yr maintenance of littoral zone	1	EA	$4,488.00	$4,488.00	
Total					$18,590.25
NEW AMOUNTS					
6" Concrete curb	145	LF	$15.00	$2,175.00	
5' wide shell walkway	731.3333	SY	$12.87	$9,412.26	
Concrete/Shell Aggregate walkway	167	SY	$34.65	$5,786.55	
1 yr maintenance of littoral zone	1	EA	$2,244.00	$2,244.00	
Total					$19,617.81
BALANCE (increase contract by this amount)					$1,027.56

F:\DATA\DWGDATA\TLBK\PARK\CA\SK-23 3-2-95 5:27:14 pm EST



MADDOX & ASSOCIATES
ARCHITECTS

DURANTE PARK

REVISED CONC./SHELL WALKS & CURBS

PROJECT NO.:	9302.02
DATE:	3/02/95
DRAWN BY:	PB
CHECKED BY:	WEM
SCALE:	1"=20'
SHEET NO.:	SK-24

NO. • DATE • REVISION

MEMORANDUM

DATE: 03-28-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK CHANGE ORDERS #3 AND #4

Attached are three (3) originals of Change Orders #3 and #4 for your signature. We will return two fully executed originals of each to Bill Maddox.

Change Order #3 is for the construction of a concrete walkway from the pavilion's handicap ramp to the handicap space. This is a requirement of ADA. Maddox's original design did not include this construction.

Change Order #4 is for the vegetated buffer. Attached is your memo indicating prior approval.

I recommend approval of both of these change orders.

/cmg

M E M O R A N D U M

DATE: 03-06-95

TO: Len Smally, Public Works Director

FROM: Griff Roberts, Town Manager

SUBJECT: Durante Park Buffer Plants

Please accept my approval for Bill Maddox to proceed with the change order for $16,000+/- to plant critical areas of the buffer. I would like to have this work done by March 17th for the scheduled dedication.

GHR/dhs

cc: Bill Maddox, Maddox & Associates

RECEIVED
MAR - 7 1995
PUBLIC WORKS DEPT.

MADDOX & ASSOCIATES ARCHITECTS, P.A.
SARASOTA, FLORIDA

(813) 955-7358
FAX (813) 955-7360

LETTER OF TRANSMITTAL

TO TOWN OF LONGBOAT KEY

DATE 3/22/95	JOB NO.
ATTENTION LEN SMALLEY	
RE: DURANTE PARK	

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
3			CHANGE ORDER # 3
3			CHANGE ORDER # 4

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit_____copies for approval

☐ For your use ☐ Approved as noted ☐ Submit_____copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return_____corrected prints

☐ For review and comment ☐ _____

☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS PLEASE EXECUTE ALL COPIES AND RETURN 2 OF EACH TO OUR OFFICE

RECEIVED
NOV 27 1995
PUBLIC WORKS DEPT.

COPY TO _____

SIGNED: Bill Maddox

40% Pre-Consumer Content • 10% Post-Consumer Content

PRODUCT 240-2 NEBS Inc., Groton, Mass. 01471

If enclosures are not as noted, kindly notify us at once.

CHANGE ORDER

Owner ☐
Architect ☐
Contractor ☒
Field ☐
Other ☐

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	4
		DATE:	03/02/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

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William E. Maddox	Harold P. Woodruff	
By	By	By
3/2/95	3/17/95	
Date	Date	Date

	Quantity	Unit	Unit Price	Total	
CONTRACT AMOUNTS					
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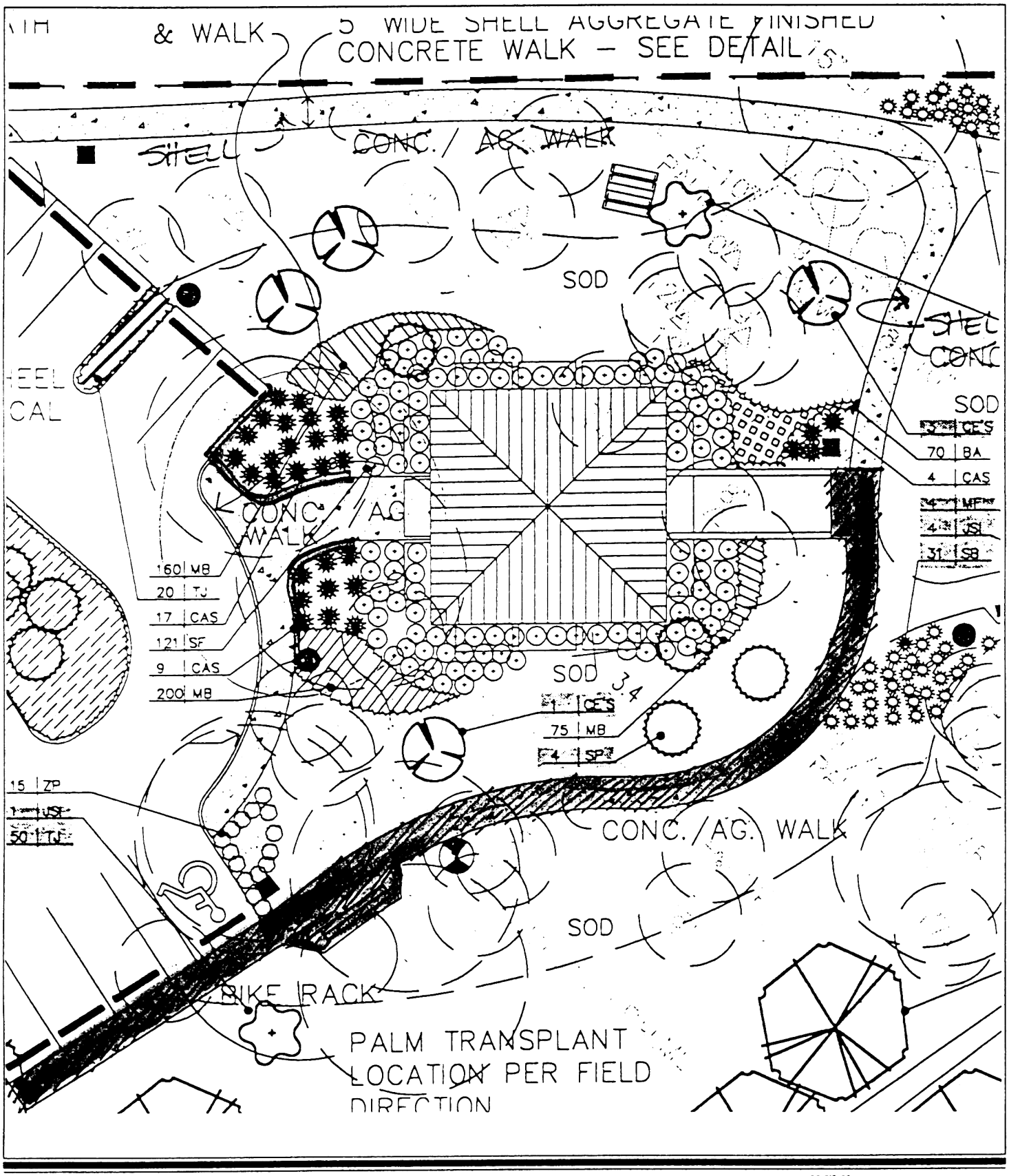

MADDOX & ASSOCIATES
ARCHITECTS

DURANTE PARK

REVISED CONC./SHELL WALKS & CURBS

PROJECT NO.:	93012.02
DATE:	3/02/95
DRAWN BY:	PS
CHECKED BY:	WEM
SCALE:	1"=20'
SHEET NO.:	SK-24

NO. • DATE • REVISION

CHANGE ORDER

Owner ☒
Architect ☐
Contractor ☐
Field ☐
Other ☐

MAR 10 1995

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By William E. Maddox	By Donald P. Woodruff	By
Date 3/2/95	Date 3/17/95	Date

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Live Oaks 10'x4' Spr 2" Cal 30 Gal	30	EA	$215.63	$6,468.90	
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Mulch installed from on site	170	CY	$15.40	$2,618.00	
Establishment Maintenance for buffer 90 days	1	LS	$1,650.00	$1,650.00	
Total					$30,658.49
BALANCE (increase contract by this amount)					$16,872.49

MADDOX
&
ASSOCIATES

ARCHITECTS

Memorandum

To: Mr. Leonard A. Smally, P.E.

From: William E. Maddox, AIA WEM

Date: January 25, 1996

Subject: Durante Park

Len -

Please find attached the final Application for Payment on the Phase II portion of Durante Park.

The reason for the delay was that Woodruff had not completed the installation of the Stop Bar and Handicapped Sign as required in the contract documents. This work has now been completed.

If you have any questions, please call.

RECEIVED
JAN 29 [redacted]
PUBLIC WORKS DEPT.

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

RECEIVED
JAN 29 1996
PUBLIC WORKS DEPT

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF 3 PAGES

TO (OWNER): TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

PROJECT: JOAN M. DURANTE COMMUNITY PARK

APPLICATION NO: Five/Final
Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: 10/30/95

ARCHITECT'S PROJECT NO: 93012

FROM (CONTRACTOR): WOODRUFF & SONS, INC.
P.O. Box 10127
Bradenton, FL 34282-0127

VIA (ARCHITECT): MADDOX & ASSOCIATES
1266 First Street
Sarasota, FL 34236

CONTRACT DATE: 12/09/94

CONTRACT FOR: Site Work/Landscape/Irrigation/Welcome Center

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	02/01/95	771.02	
2	03/95	8,256.60	
3	03/02/95	16,872.49	
4	03/02/95	1,027.56	
5	03/30/95		8,034.80
TOTALS		26,927.67	8,034.80
Net change by Change Orders		18,892.87	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC.

By: Donald P. Woodruff Date: 11/02/95
Donald P. Woodruff, Vice President

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	323,768.79
2. Net change by Change Orders	$	18,892.87
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	342,661.66
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	342,661.66
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$	0.00
b. 0 % of Stored Material (Column F on G703)	$	0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	342,661.66
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	334,095.12
8. CURRENT PAYMENT DUE	$	8,566.54
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	0.00

State of: FLORIDA County of: MANATEE
Subscribed and sworn to before me this 2nd day of November 95
Notary Public: William T. Gleason
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
WILLIAM T GLEASON
My Commission # CC457883
Expires May. 01, 1999
Bonded by HAI
800-422-1555

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 8,566.54
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: William E. Maddox Date: 1/19/96

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Five/Final
APPLICATION DATE: 11/02/95
PERIOD TO: 10/30/95
ARCHITECT'S PROJECT NO: 93012

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D ÷ E)	THIS PERIOD					
1.	Mobilize	10,108.65	10,108.65	0.00	0.00	10,108.65	100%	0.00	0.00
2.	Layout	12,600.00	12,600.00	0.00	0.00	12,600.00	100%	0.00	0.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	47,460.00	0.00	0.00	47,460.00	100%	0.00	0.00
4.	Control Structure	865.00	865.00	0.00	0.00	865.00	100%	0.00	0.00
5.	Outlet Structure	590.00	590.00	0.00	0.00	590.00	100%	0.00	0.00
6.	12" Outfall	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	0.00
7.	Littoral Planting	5,602.74	5,602.74	0.00	0.00	5,602.74	100%	0.00	0.00
8.	Paved Entry Drive	8,221.50	8,221.50	0.00	0.00	8,221.50	100%	0.00	0.00
9.	Shell Roadway	20,560.00	20,560.00	0.00	0.00	20,560.00	100%	0.00	0.00
10.	Wheel Stops	480.00	480.00	0.00	0.00	480.00	100%	0.00	0.00
11.	Shell Walkway	10,725.00	10,725.00	0.00	0.00	10,725.00	100%	0.00	0.00
12.	Shell Aggregate Walkway	2,252.25	2,252.25	0.00	0.00	2,252.25	100%	0.00	0.00
13.	Edge Curb	1,125.00	1,125.00	0.00	0.00	1,125.00	100%	0.00	0.00
14.	Picnic Tables	3,840.00	3,840.00	0.00	0.00	3,840.00	100%	0.00	0.00
15.	Benches	3,375.00	3,375.00	0.00	0.00	3,375.00	100%	0.00	0.00
16.	Trash Receptacles	3,030.00	3,030.00	0.00	0.00	3,030.00	100%	0.00	0.00
17.	Bicycle Racks	1,390.00	1,390.00	0.00	0.00	1,390.00	100%	0.00	0.00
18.	Drinking Fountains	2,300.00	2,300.00	0.00	0.00	2,300.00	100%	0.00	0.00
	PAGE TOTAL	141,125.14	141,125.14	0.00	0.00	141,125.14	100%	0.00	0.00

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 3 OF 3 PAGES

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APPLICATION NUMBER: Five/Final
APPLICATION DATE: 11/02/95
PERIOD TO: 10/30/95
ARCHITECT'S PROJECT NO: 93012

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19.	1" Water Service	1,785.00	1,785.00	0.00	0.00	1,785.00	100	0.00	0.00
20.	Irrigation	42,539.20	42,539.20	0.00	0.00	42,539.20	100	0.00	0.00
21.	Landscape	51,619.45	51,619.45	0.00	0.00	51,619.45	100	0.00	0.00
22.	Welcome Center	84,200.00	84,200.00	0.00	0.00	84,200.00	100	0.00	0.00
23.	Gates	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
	CHANGE ORDER NO. 1:								
	Aluminum Railing	771.02	771.02	0.00	0.00	771.02	100	0.00	0.00
	CHANGE ORDER NO. 2:								
	Floating Fountain	8,256.60	8,256.60	0.00	0.00	8,256.60	100	0.00	0.00
	CHANGE ORDER NO. 3:								
	Buffer Landscape	16,872.49	16,872.49	0.00	0.00	16,872.49	100	0.00	0.00
	CHANGE ORDER NO. 4:								
	Add Shell Aggregate	1,027.56	1,027.56	0.00	0.00	1,027.56	100	0.00	0.00
	CHANGE ORDER NO. 5								
	Delete Shutters	(8,034.80)	0.00	(8,034.80)	0.00	(8,034.80)	100	0.00	0.00
	PAGE TOTAL	201,536.52	201,536.52	0.00	0.00	201,536.52		0.00	0.00
	GRAND TOTAL	342,661.66	342,661.66	0.00	0.00	342,661.66	100	0.00	0.00

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TOWN OF

LONGBOAT KEY

Incorporated November 14, 1955

Public Works

600 GENERAL HARRIS
LONGBOAT KEY, FL. 34228

Fax: (941) 387-7016

Phone: (941) 383-3721

FAX MESSAGE COVER

DATE: 1-29

TO: Darlene

FAX #

NUMBER OF PAGES INCLUDING COVER: 4

SENT BY: Carmen

MESSAGE/COMMENT:

PLEASE CALL IF YOU DO NOT RECEIVE ALL FAXED PAGES (941) 383-3721

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF 3 PAGES

TO (OWNER): TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

PROJECT: JOAN M. DURANTE
COMMUNITY PARK

APPLICATION NO: Five/Final
PERIOD TO: 10/30/95
ARCHITECT'S PROJECT NO: 93012

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): WOODRUFF & SONS, INC.
P.O. Box 10127
Bradenton, FL 34282-0127

VIA (ARCHITECT): MADDOX & ASSOCIATES
1266 First Street
Sarasota, FL 34236

CONTRACT FOR: Site Work/Landscape/Irrigation/Welcome Center

CONTRACT DATE: 12/09/94

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	02/01/95	771.02	
2	03/95	8,256.60	
3	03/02/95	16,872.49	
4	03/02/95	1,027.56	
5	03/30/95		8,034.80
TOTALS		26,927.67	8,034.80
Net change by Change Orders		18,892.87	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC.

By: Donald P. Woodruff Date: 11/02/95
Donald P. Woodruff, Vice President

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 323,768.79
2. Net change by Change Orders		$ 18,892.87
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 342,661.66
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 342,661.66
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 342,661.66
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 334,095.12
8. CURRENT PAYMENT DUE		$ 8,566.54
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 0.00

State of: FLORIDA County of: MANATEE
Subscribed and sworn to before me this 2nd day of November, 19 95
Notary Public: [signature] NOTARY PUBLIC STATE OF FLORIDA MARGARET GLEASON My Commission CC457683 Expires May. 01, 1999 Bonded by HAI 800-422-1555
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 8,566.54
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
By: William E. Maddox Date: 1/19/96

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Five/Final
APPLICATION DATE: 11/02/95
PERIOD TO: 10/30/95
ARCHITECT'S PROJECT NO: 93012

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.	Mobilize	10,108.65	10,108.65	0.00	0.00	10,108.65	100%	0.00	0.00
2.	Layout	12,600.00	12,600.00	0.00	0.00	12,600.00	100%	0.00	0.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	47,460.00	0.00	0.00	47,460.00	100%	0.00	0.00
4.	Control Structure	865.00	865.00	0.00	0.00	865.00	100%	0.00	0.00
5.	Outlet Structure	590.00	590.00	0.00	0.00	590.00	100%	0.00	0.00
6.	12" Outfall	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	0.00
7.	Littoral Planting	5,602.74	5,602.74	0.00	0.00	5,602.74	100%	0.00	0.00
8.	Paved Entry Drive	8,221.50	8,221.50	0.00	0.00	8,221.50	100%	0.00	0.00
9.	Shell Roadway	20,560.00	20,560.00	0.00	0.00	20,560.00	100%	0.00	0.00
10.	Wheel Stops	480.00	480.00	0.00	0.00	480.00	100%	0.00	0.00
11.	Shell Walkway	10,725.00	10,725.00	0.00	0.00	10,725.00	100%	0.00	0.00
12.	Shell Aggregate Walkway	2,252.25	2,252.25	0.00	0.00	2,252.25	100%	0.00	0.00
13.	Edge Curb	1,125.00	1,125.00	0.00	0.00	1,125.00	100%	0.00	0.00
14.	Picnic Tables	3,840.00	3,840.00	0.00	0.00	3,840.00	100%	0.00	0.00
15.	Benches	3,375.00	3,375.00	0.00	0.00	3,375.00	100%	0.00	0.00
16.	Trash Receptacles	3,030.00	3,030.00	0.00	0.00	3,030.00	100%	0.00	0.00
17.	Bicycle Racks	1,390.00	1,390.00	0.00	0.00	1,390.00	100%	0.00	0.00
18.	Drinking Fountains	2,300.00	2,300.00	0.00	0.00	2,300.00	100%	0.00	0.00
	PAGE TOTAL	141,125.14	141,125.14	0.00	0.00	141,125.14	100%	0.00	0.00

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Three
APPLICATION DATE: 03/31/95
PERIOD TO: 03/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19.	1" Water Service	1,785.00	1,785.00	0.00	0.00	1,785.00	100%	0.00	178.50
20.	Irrigation	42,539.20	24,200.00	16,200.00	0.00	40,400.00	95%	2,139.20	4,040.00
21.	Landscape	51,619.45	6,665.00	42,335.00	0.00	49,000.00	95%	2,619.45	4,900.00
22.	Welcome Center	84,200.00	57,875.00	16,525.00	0.00	74,400.00	88%	9,800.00	7,440.00
23.	Gates	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00	0.00
	Change Order No. 1								
	Aluminum Railing	771.02	0.00	0.00	0.00	0.00	0%	771.02	0.00
	Change Order No. 2								
	Floating Fountain	8,256.60	0.00	8,256.60	0.00	8,256.60	100%	0.00	825.66
	Change Order No. 3								
	Buffer Landscape	16,872.49	0.00	16,872.49	0.00	16,872.49	100%	0.00	1,687.25
	Change Order No. 4								
	Add Shell Aggregate	1,027.56	0.00	1,027.56	0.00	1,027.56	100%	0.00	102.76
	Walkway								
	PAGE TOTAL	209,571.32	90,525.00	101,216.65	0.00	191,741.65		17,829.67	19,174.17
	GRAND TOTAL	350,696.46	176,908.65	155,958.14	0.00	332,866.79	95%	17,829.67	33,286.68

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MADDOX & ASSOCIATES ARCHITECTS, P.A.
1266 FIRST STREET - SUITE 9
SARASOTA, FL 34243

(813) 955-7358
FAX (813) 955-7360

LETTER OF TRANSMITTAL

DATE	JOB NO
07/06/95	93012.02

ATTENTION: Len Smalley

RE: Joan M. Durante Community Park

TO Town of Longboat Key

501 Bay Isles Rd.

Longboat Key, FL 34228

WE ARE SENDING YOU [X] Attached [ ] Under separate cover via _____ the following items:

[ ] Shop Drawings [ ] Specifications [ ] Plans [ ] Prints

[ ] Copy of letter [X] Change order [ ] _____

COPIES	DATE	NO.	DESCRIPTION
3			Application for Payment #4

THESE ARE TRANSMITTED as checked below:

[ ] For approval [X] Approved as submitted [ ] Resubmit _____ copies for approval

[ ] For your use [ ] Approved as noted [ ] Submit _____ copies for distribution

[ ] As requested [ ] Returned for corrections [ ] Return _____ corrected prints

[ ] For review and comment [ ] _____

[ ] FOR BIDS DUE _____ 19 _____ [ ] PRINTS RETURNED AFTER LOAN TO US

JUL - 7 1995

REMARKS _____

COPY TO FILE

SIGNED: Bill Maddox

If enclosures are not as noted, kindly notify us at once.

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF 3 PAGES

JUL - 7 1995
PUBLIC WORKS DEPT.

TO (OWNER): TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

PROJECT: JOAN M. DURANTE COMMUNITY PARK

APPLICATION NO: Four
PERIOD TO: 04/30/95
ARCHITECT'S PROJECT NO: 93012

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): WOODRUFF & SONS, INC.
P.O. Box 10127
Bradenton, FL 34282-0127

VIA (ARCHITECT): MADDOX & ASSOCIATES
1266 First Street
Sarasota, FL 34236

CONTRACT FOR: Site Work/Landscape/Irrigation/Welcome Center

CONTRACT DATE: 12/9/94

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	02/01/95	771.02	
2	03/95	8,256.60	
3	03/02/95	16,872.49	
4	03/02/95	1,027.56	
5	03/30/95		8,034.80
TOTALS		26,927.67	8,034.80
Net change by Change Orders		18,892.87	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC.

By: Donald P. Woodruff Date: 05/26/95
Donald P. Woodruff, Vice President

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 323,768.79
2. Net change by Change Orders		$ 18,892.87
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 342,661.66
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 342,661.66
5. RETAINAGE:		
a. 2½ % of Completed Work (Column D + E on G703)	$ 8,566.54	
b. 10 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 8,566.54
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 334,095.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 299,580.11
8. CURRENT PAYMENT DUE		$ 34,515.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 8,566.54

State of: FLORIDA County of: MANATEE
Subscribed and sworn to before me this 26th day of May, 1995
Notary Public: William T Gleason
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
WILLIAM T GLEASON
My Commission CC457683
Expires May. 01, 1999
Bonded by NAI
800-422-1555

AMOUNT CERTIFIED $ 34,515.01
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:
By: William E. Maddox Date: 7/5/95

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Four
APPLICATION DATE: 05/26/95
PERIOD TO: 04/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.	Mobilize	10,108.65	10,108.65	0.00	0.00	10,108.65	100%	0.00	1,010.87
2.	Layout	12,600.00	12,600.00	0.00	0.00	12,600.00	100%	0.00	1,260.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	47,460.00	0.00	0.00	47,460.00	100%	0.00	4,746.00
4.	Control Structure	865.00	865.00	0.00	0.00	865.00	100%	0.00	86.50
5.	Outlet Structure	590.00	590.00	0.00	0.00	590.00	100%	0.00	59.00
6.	12" Outfall	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	660.00
7.	Littoral Planting	5,602.74	5,602.74	0.00	0.00	5,602.74	100%	0.00	560.27
8.	Paved Entry Drive	8,221.50	8,221.50	0.00	0.00	8,221.50	100%	0.00	822.15
9.	Shell Roadway	20,560.00	20,560.00	0.00	0.00	20,560.00	100%	0.00	2,056.00
10.	Wheel Stops	480.00	480.00	0.00	0.00	480.00	100%	0.00	48.00
11.	Shell Walkway	10,725.00	10,725.00	0.00	0.00	10,725.00	100%	0.00	1,072.50
12.	Shell Aggregate Walkway	2,252.25	2,252.25	0.00	0.00	2,252.25	100%	0.00	225.23
13.	Edge Curb	1,125.00	1,125.00	0.00	0.00	1,125.00	100%	0.00	112.50
14.	Picnic Tables	3,840.00	3,840.00	0.00	0.00	3,840.00	100%	0.00	384.00
15.	Benches	3,375.00	3,375.00	0.00	0.00	3,375.00	100%	0.00	337.50
16.	Trash Receptacles	3,030.00	3,030.00	0.00	0.00	3,030.00	100%	0.00	303.00
17.	Bicycle Racks	1,390.00	1,390.00	0.00	0.00	1,390.00	100%	0.00	139.00
18.	Drinking Fountains	2,300.00	2,300.00	0.00	0.00	2,300.00	100%	0.00	230.00
	PAGE TOTAL	141,125.14	141,125.14	0.00	0.00	141,125.14	100%	0.00	14,112.52

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Four
APPLICATION DATE: 05/26/95
PERIOD TO: 04/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19.	1" Water Service	1,785.00	1,785.00	0.00	0.00	1,785.00	100	0.00	178.50
20.	Irrigation	42,539.20	40,400.00	2,139.20	0.00	42,539.20	100	0.00	4,253.92
21.	Landscape	51,619.45	49,000.00	2,619.45	0.00	51,619.45	100	0.00	5,161.95
22.	Welcome Center	84,200.00	74,400.00	9,800.00	0.00	84,200.00	100	0.00	8,420.00
23.	Gates	2,500.00	0.00	2,500.00	0.00	2,500.00	100	0.00	250.00
	CHANGE ORDER NO. 1:								
	Aluminum Railing	771.02	0.00	771.02	0.00	771.02	100	0.00	77.10
	CHANGE ORDER NO. 2:								
	Floating Fountain	8,256.60	8,256.60	0.00	0.00	8,256.60	100	0.00	825.66
	CHANGE ORDER NO. 3:								
	Buffer Landscape	16,872.49	16,872.49	0.00	0.00	16,872.49	100	0.00	1,687.25
	CHANGE ORDER NO. 4:								
	Add Shell Aggregate	1,027.56	1,027.56	0.00	0.00	1,027.56	100	0.00	102.76
	CHANGE ORDER NO. 5								
	Delete Shutters	(8,034.80)	0.00	(8,034.80)	0.00	(8,034.80)	100	0.00	(803.48)
	PAGE TOTAL	201,536.52	191,741.65	9,794.87	0.00	201,536.52		0.00	20,153.66
	GRAND TOTAL	342,661.66	332,866.79	9,794.87	0.00	342,661.66	100	0.00	34,266.17

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RETAINAGE REDUCED TO 2.5% = $8,566.54

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702*

(Instructions on reverse side) PAGE ONE OF 3 PAGES

TO (OWNER): TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

PROJECT: JOAN M. DURANTE COMMUNITY PARK

APPLICATION NO: Three

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: 03/30/95

ARCHITECT'S PROJECT NO: 93012

FROM (CONTRACTOR): WOODRUFF & SONS, INC.
P.O. Box 10127
Bradenton, FL 34282-0127

VIA (ARCHITECT): MADDOX & ASSOCIATES
1266 First Street
Sarasota, FL 34236

CONTRACT DATE: 12/9/94

CONTRACT FOR: Site Work/Landscape/Irrigation/Welcome Center

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	2/01/95	771.02	
2	3/95	8,256.60	
3	3/02/95	16,872.49	
4	3/02/95	1,027.56	
	TOTALS	26,927.67	
Net change by Change Orders		26,927.67	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC.

By: Donald P. Woodruff Date: 03/31/95
Donald P. Woodruff, Vice President

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	323,768.79
2. Net change by Change Orders	$	26,927.67
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	350,696.46
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	332,866.79
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 33,286.68	
b. 10 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	33,286.68
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	299,580.11
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	159,217.78
8. CURRENT PAYMENT DUE	$	140,362.33
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	51,116.35

State of: FLORIDA County of: MANATEE
Subscribed and sworn to before me this 31st day of March, 19 95
Notary Public: Debra S. Smith
My Commission expires: NOTARY PUBLIC STATE OF FLORIDA OFFICIAL NOTARY SEAL DEBRA S SMITH COMMISSION NUMBER CC235706 MY COMMISSION EXP. NOV 28 19

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 140,362.33

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: William E. Maddox 042 Date: 4/13/95

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Three
APPLICATION DATE: 03/31/95
PERIOD TO: 03/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD					
1.	Mobilize	10,108.65	10,108.65	0.00	0.00	10,108.65	100%	0.00	1,010.87
2.	Layout	12,600.00	10,080.00	2,520.00	0.00	12,600.00	100%	0.00	1,260.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	40,340.00	7,120.00	0.00	47,460.00	100%	0.00	4,746.00
4.	Control Structure	865.00	865.00	0.00	0.00	865.00	100%	0.00	86.50
5.	Outlet Structure	590.00	590.00	0.00	0.00	590.00	100%	0.00	59.00
6.	12" Outfall	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	660.00
7.	Littoral Planting	5,602.74	0.00	5,602.74	0.00	5,602.74	100%	0.00	560.27
8.	Paved Entry Drive	8,221.50	0.00	8,221.50	0.00	8,221.50	100%	0.00	822.15
9.	Shell Roadway	20,560.00	16,000.00	4,560.00	0.00	20,560.00	100%	0.00	2,056.00
10.	Wheel Stops	480.00	0.00	480.00	0.00	480.00	100%	0.00	48.00
11.	Shell Walkway	10,725.00	0.00	10,725.00	0.00	10,725.00	100%	0.00	1,072.50
12.	Shell Aggregate Walkway	2,252.25	0.00	2,252.25	0.00	2,252.25	100%	0.00	225.23
13.	Edge Curb	1,125.00	0.00	1,125.00	0.00	1,125.00	100%	0.00	112.50
14.	Picnic Tables	3,840.00	900.00	2,940.00	0.00	3,840.00	100%	0.00	384.00
15.	Benches	3,375.00	900.00	2,475.00	0.00	3,375.00	100%	0.00	337.50
16.	Trash Receptacles	3,030.00	0.00	3,030.00	0.00	3,030.00	100%	0.00	303.00
17.	Bicycle Racks	1,390.00	0.00	1,390.00	0.00	1,390.00	100%	0.00	139.00
18.	Drinking Fountains	2,300.00	0.00	2,300.00	0.00	2,300.00	100%	0.00	230.00
	PAGE TOTAL	141,125.14	86,383.65	54,741.49	0.00	141,125.14	100%	0.00	14,112.52

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Three
APPLICATION DATE: 03/31/95
PERIOD TO: 03/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19.	1" Water Service	1,785.00	1,785.00	0.00	0.00	1,785.00	100%	0.00	178.50
20.	Irrigation	42,539.20	24,200.00	16,200.00	0.00	40,400.00	95%	2,139.20	4,040.00
21.	Landscape	51,619.45	6,665.00	42,335.00	0.00	49,000.00	95%	2,619.45	4,900.00
22.	Welcome Center	84,200.00	57,875.00	16,525.00	0.00	74,400.00	88%	9,800.00	7,440.00
23.	Gates	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00	0.00
	Change Order No. 1								
	Aluminum Railing	771.02	0.00	0.00	0.00	0.00	0%	771.02	0.00
	Change Order No. 2								
	Floating Fountain	8,256.60	0.00	8,256.60	0.00	8,256.60	100%	0.00	825.66
	Change Order No. 3								
	Buffer Landscape	16,872.49	0.00	16,872.49	0.00	16,872.49	100%	0.00	1,687.25
	Change Order No. 4								
	Add Shell Aggregate	1,027.56	0.00	1,027.56	0.00	1,027.56	100%	0.00	102.76
	Walkway								
	PAGE TOTAL	209,571.32	90,525.00	101,216.65	0.00	191,741.65		17,829.67	19,174.17
	GRAND TOTAL	350,696.46	176,908.65	155,958.14	0.00	332,866.79	95%	17,829.67	33,286.68

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF 3 PAGES

TO (OWNER): TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

PROJECT: JOAN M. DURANTE
COMMUNITY PARK

APPLICATION NO: Three
PERIOD TO: 03/30/95
ARCHITECT'S PROJECT NO: 93012
CONTRACT DATE: 12/9/94

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): WOODRUFF & SONS, INC.
P.O. Box 10127
Bradenton, FL 34282-0127

VIA (ARCHITECT): MADDOX & ASSOCIATES
1266 First Street
Sarasota, FL 34236

CONTRACT FOR: Site Work/Landscape/Irrigation/Welcome Center

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	2/01/95	771.02	
2	3/95	8,256.60	
3	3/02/95	16,872.49	
4	3/02/95	1,027.56	
	TOTALS	26,927.67	
Net change by Change Orders		26,927.67	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC.

By: Donald P. Woodruff Date: 03/31/95
Donald P. Woodruff, Vice President

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	323,768.79
2. Net change by Change Orders	$	26,927.67
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	350,696.46
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	332,866.79
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$	33,286.68
b. 10 % of Stored Material (Column F on G703)	$	0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	33,286.68
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	299,580.11
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	159,217.78
8. CURRENT PAYMENT DUE	$	140,362.33
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	51,116.35

State of: FLORIDA County of: MANATEE
Subscribed and sworn to before me this 31st day of March, 19 95
Notary Public: Debra S Smith
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA OFFICIAL NOTARY SEAL DEBRA S SMITH COMMISSION NUMBER CC235709 MY COMMISSION EXP. NOV. 28 1996

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 140,362.33
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
By: William E. Maddox Date: 4/13/95

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Three
APPLICATION DATE: 03/31/95
PERIOD TO: 03/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D ÷ E)	THIS PERIOD					
1.	Mobilize	10,108.65	10,108.65	0.00	0.00	10,108.65	100%	0.00	1,010.87
2.	Layout	12,600.00	10,080.00	2,520.00	0.00	12,600.00	100%	0.00	1,260.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	40,340.00	7,120.00	0.00	47,460.00	100%	0.00	4,746.00
4.	Control Structure	865.00	865.00	0.00	0.00	865.00	100%	0.00	86.50
5.	Outlet Structure	590.00	590.00	0.00	0.00	590.00	100%	0.00	59.00
6.	12" Outfall	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	660.00
7.	Littoral Planting	5,602.74	0.00	5,602.74	0.00	5,602.74	100%	0.00	560.27
8.	Paved Entry Drive	8,221.50	0.00	8,221.50	0.00	8,221.50	100%	0.00	822.15
9.	Shell Roadway	20,560.00	16,000.00	4,560.00	0.00	20,560.00	100%	0.00	2,056.00
10.	Wheel Stops	480.00	0.00	480.00	0.00	480.00	100%	0.00	48.00
11.	Shell Walkway	10,725.00	0.00	10,725.00	0.00	10,725.00	100%	0.00	1,072.50
12.	Shell Aggregate Walkway	2,252.25	0.00	2,252.25	0.00	2,252.25	100%	0.00	225.23
13.	Edge Curb	1,125.00	0.00	1,125.00	0.00	1,125.00	100%	0.00	112.50
14.	Picnic Tables	3,840.00	900.00	2,940.00	0.00	3,840.00	100%	0.00	384.00
15.	Benches	3,375.00	900.00	2,475.00	0.00	3,375.00	100%	0.00	337.50
16.	Trash Receptacles	3,030.00	0.00	3,030.00	0.00	3,030.00	100%	0.00	303.00
17.	Bicycle Racks	1,390.00	0.00	1,390.00	0.00	1,390.00	100%	0.00	139.00
18.	Drinking Fountains	2,300.00	0.00	2,300.00	0.00	2,300.00	100%	0.00	230.00
	PAGE TOTAL	141,125.14	86,383.65	54,741.49	0.00	141,125.14	100%	0.00	14,112.52

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 3 OF 3 PAGES

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Three
APPLICATION DATE: 03/31/95
PERIOD TO: 03/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19.	1" Water Service	1,785.00	1,785.00	0.00	0.00	1,785.00	100%	0.00	178.50
20.	Irrigation	42,539.20	24,200.00	16,200.00	0.00	40,400.00	95%	2,139.20	4,040.00
21.	Landscape	51,619.45	6,665.00	42,335.00	0.00	49,000.00	95%	2,619.45	4,900.00
22.	Welcome Center	84,200.00	57,875.00	16,525.00	0.00	74,400.00	88%	9,800.00	7,440.00
23.	Gates	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00	0.00
	Change Order No. 1								
	Aluminum Railing	771.02	0.00	0.00	0.00	0.00	0%	771.02	0.00
	Change Order No. 2								
	Floating Fountain	8,256.60	0.00	8,256.60	0.00	8,256.60	100%	0.00	825.66
	Change Order No. 3								
	Buffer Landscape	16,872.49	0.00	16,872.49	0.00	16,872.49	100%	0.00	1,687.25
	Change Order No. 4								
	Add Shell Aggregate Walkway	1,027.56	0.00	1,027.56	0.00	1,027.56	100%	0.00	102.76
	PAGE TOTAL	209,571.32	90,525.00	101,216.65	0.00	191,741.65		17,829.67	19,174.17
	GRAND TOTAL	350,696.46	176,908.65	155,958.14	0.00	332,866.79	95%	17,829.67	33,286.68

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MADDOX & ASSOCIATES ARCHITECTS, P.A.
SARASOTA, FLORIDA

(813) 955-7358
FAX (813) 955-7360

LETTER OF TRANSMITTAL

TO TLBK - PUBLIC WORKS

DATE 3/23/95	JOB NO.
ATTENTION LEN SMALLEY	
RE: DURANTE PARK	

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
3			APPLICATION FOR PAYMENT #2 FROM WOODRUFF & SONS.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS PLEASE PROCESS PAY REQUEST AND FORWARD ONE COPY TO WOODRUFF & SONS

RECEIVED
MAR 31 [redacted]
PUBLIC WORKS DEPT.

COPY TO _____

SIGNED: Bill Maddox

40% Pre-Consumer Content • 10% Post-Consumer Content

If enclosures are not as noted, kindly notify us at once.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Two
APPLICATION DATE: 03/01/95
PERIOD TO: 02/28/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.	Mobilize	10,108.65	8,000.00	2,108.65	0.00	10,108.65	100%	0.00	1,010.87
2.	Layout	12,600.00	7,560.00	2,520.00	0.00	10,080.00	80%	2,520.00	1,008.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	30,410.00	9,930.00	0.00	40,340.00	85%	7,120.00	4,034.00
4.	Control Structure	865.00	865.00	0.00	0.00	865.00	100%	0.00	86.50
5.	Outlet Structure	590.00	590.00	0.00	0.00	590.00	100%	0.00	59.00
6.	12" Outfall	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	660.00
7.	Littoral Planting	5,602.74	0.00	0.00	0.00	0.00	0	5,602.74	0.00
8.	Paved Entry Drive	8,221.50	0.00	0.00	0.00	0.00	0	8,221.50	0.00
9.	Shell Roadway	20,560.00	16,000.00	0.00	0.00	16,000.00	78%	4,560.00	1,600.00
10.	Wheel Stops	480.00	0.00	0.00	0.00	0.00	0	480.00	0.00
11.	Shell Walkway	10,725.00	0.00	0.00	0.00	0.00	0	10,725.00	0.00
12.	Shell Aggregate Walkway	2,252.25	0.00	0.00	0.00	0.00	0	2,252.25	0.00
13.	Edge Curb	1,125.00	0.00	0.00	0.00	0.00	0	1,125.00	0.00
14.	Picnic Tables	3,840.00	0.00	0.00	900.00	900.00	23	2,940.00	90.00
15.	Benches	3,375.00	0.00	0.00	900.00	900.00	27	2,475.00	90.00
16.	Trash Receptacles	3,030.00	0.00	0.00	0.00	0.00	0	3,030.00	0.00
17.	Bicycle Racks	1,390.00	0.00	0.00	0.00	0.00	0	1,390.00	0.00
18.	Drinking Fountains	2,300.00	0.00	0.00	0.00	0.00	0	2,300.00	0.00
	PAGE TOTAL	141,125.14	70,025.00	14,558.65	1800.00	86,383.65		54,741.49	8,638.37

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 3 OF 3 PAGES

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APPLICATION DATE: 03-01-95
PERIOD TO: 02-28-95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19.	1" Water Service	1,785.00	1,785.00	0.00	0.00	1,785.00	100%	0.00	178.50
20.	Irrigation	42,539.20	2,400.00	21,800.00	0.00	24,200.00	57%	18,339.20	2,420.00
21.	Landscape	51,619.45	0.00	6,665.00	0.00	6,665.00	13%	44,954.45	666.50
22.	Welcome Center	84,200.00	0.00	57,875.00	0.00	57,875.00	69%	26,325.00	5,787.50
23.	Gates	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
	Change Order No. 1								
	Aluminum Railing	771.02	0.00	0.00	0.00	0.00	0	771.02	0.00
	Change Order No. 2								
	Floating Fountain	8,256.60	0.00	0.00	0.00	0.00	0	8,256.60	0.00
		191,671.27	4,185.00	86,340.00	0.00	90,525.00		101,146.27	9,052.50
	GRAND TOTAL	332,796.41	74,210.00	100,898.65	1,800.00	176,908.65	53%	155,887.76	17,690.87

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RECEIVED
MAR 31 1995
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APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF 3 PAGES

TO (OWNER): TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

PROJECT: JOAN M. DURANTE
COMMUNITY PARK

APPLICATION NO: TWO
PERIOD TO: 2/28/95
ARCHITECT'S PROJECT NO: 93012
CONTRACT DATE: 12/9/94

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): WOODRUFF & SONS, INC.
P.O. Box 10127
Bradenton, FL 34282-0127

VIA (ARCHITECT): MADDOX & ASSOCIATES
1266 First Street
Sarasota, FL 34236

CONTRACT FOR: Site Work/Landscape/Irrigation/Welcome Center

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	2/01/95	771.02	
2		8,256.60	
TOTALS		9,027.62	0.00
Net change by Change Orders		9,027.62	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC.

By: Donald P. Woodruff Date: 03/01/95
Donald P. Woodruff, Vice President

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 323,768.79
2. Net change by Change Orders		$ 9,027.62
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 332,796.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 176,908.65
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 17,510.87	
b. 10 % of Stored Material (Column F on G703)	$ 180.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 17,690.87
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 159,217.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 66,789.00
8. CURRENT PAYMENT DUE		$ 92,428.78
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 173,578.63

State of: FLORIDA County of: MANATEE
Subscribed and sworn to before me this 31st day of March, 19 95
Notary Public: William T. Gleason
My Commission expires:

OFFICIAL SEAL
WILLIAM T. GLEASON
My Commission Expires
March 30, 1998
Comm. No. CC 087957

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
By: William E. Maddox Date: 3/23/95

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Two
APPLICATION DATE: 03/01/95
PERIOD TO: 02/28/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.	Mobilize	10,108.65	8,000.00	2,108.65	0.00	10,108.65	100%	0.00	1,010.87
2.	Layout	12,600.00	7,560.00	2,520.00	0.00	10,080.00	80%	2,520.00	1,008.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	30,410.00	9,930.00	0.00	40,340.00	85%	7,120.00	4,034.00
4.	Control Structure	865.00	865.00	0.00	0.00	865.00	100%	0.00	86.50
5.	Outlet Structure	590.00	590.00	0.00	0.00	590.00	100%	0.00	59.00
6.	12" Outfall	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	660.00
7.	Littoral Planting	5,602.74	0.00	0.00	0.00	0.00	0	5,602.74	0.00
8.	Paved Entry Drive	8,221.50	0.00	0.00	0.00	0.00	0	8,221.50	0.00
9.	Shell Roadway	20,560.00	16,000.00	0.00	0.00	16,000.00	78%	4,560.00	1,600.00
10.	Wheel Stops	480.00	0.00	0.00	0.00	0.00	0	480.00	0.00
11.	Shell Walkway	10,725.00	0.00	0.00	0.00	0.00	0	10,725.00	0.00
12.	Shell Aggregate Walkway	2,252.25	0.00	0.00	0.00	0.00	0	2,252.25	0.00
13.	Edge Curb	1,125.00	0.00	0.00	0.00	0.00	0	1,125.00	0.00
14.	Picnic Tables	3,840.00	0.00	0.00	900.00	900.00	23	2,940.00	90.00
15.	Benches	3,375.00	0.00	0.00	900.00	900.00	27	2,475.00	90.00
16.	Trash Receptacles	3,030.00	0.00	0.00	0.00	0.00	0	3,030.00	0.00
17.	Bicycle Racks	1,390.00	0.00	0.00	0.00	0.00	0	1,390.00	0.00
18.	Drinking Fountains	2,300.00	0.00	0.00	0.00	0.00	0	2,300.00	0.00
	PAGE TOTAL	141,125.14	70,025.00	14,558.65	1800.00	86,383.65		54,741.49	8,638.37

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 3 OF 3 PAGES

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Two
APPLICATION DATE: 03-01-95
PERIOD TO: 02-28-95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19.	1" Water Service	1,785.00	1,785.00	0.00	0.00	1,785.00	100%	0.00	178.50
20.	Irrigation	42,539.20	2,400.00	21,800.00	0.00	24,200.00	57%	18,339.20	2,420.00
21.	Landscape	51,619.45	0.00	6,665.00	0.00	6,665.00	13%	44,954.45	666.50
22.	Welcome Center	84,200.00	0.00	57,875.00	0.00	57,875.00	69%	26,325.00	5,787.50
23.	Gates	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
	Change Order No. 1								
	Aluminum Railing	771.02	0.00	0.00	0.00	0.00	0	771.02	0.00
	Change Order No. 2								
	Floating Fountain	8,256.60	0.00	0.00	0.00	0.00	0	8,256.60	0.00
		191,671.27	4,185.00	86,340.00	0.00	90,525.00		101,146.27	9,052.50
	GRAND TOTAL	332,796.41	74,210.00	100,898.65	1,800.00	176,908.65	53%	155,887.76	17,690.87

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APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702*

(Instructions on reverse side) PAGE ONE OF 3 PAGES

RECEIVED
FEB 6 1995
PUBLIC WORKS DEPT

TO (OWNER): TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

PROJECT: JOAN M. DURANTE
COMMUNITY PARK

APPLICATION NO: ONE
PERIOD TO: 1/30/95

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): WOODRUFF & SONS, INC.
P.O. Box 10127
Bradenton, FL 34282-0127

VIA (ARCHITECT): MADDOX & ASSOCIATES
1266 First Street
Sarasota, FL 34236

ARCHITECT'S PROJECT NO: 93012

CONTRACT DATE: 12/9/94

CONTRACT FOR: Site Work/Landscape/Irrigation/Welcome Center

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC.

By: Donald P. Woodruff Date: 2/01/95
Donald P. Woodruff, Vice President

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 323,768.79
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 323,768.79
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 74,210.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 7,421.00	
b. 10 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 7,421.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 66,789.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 66,789.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 256,979.79

State of: FLORIDA County of: MANATEE
Subscribed and sworn to before me this 1st day of February, 1995
Notary Public: William T. Gleason
My Commission expires:

OFFICIAL SEAL
WILLIAM T. GLEASON
My Commission Expires
March 30, 1998
Comm. No. CC 087997

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
By: William E. Maddox Date: 2/10/95

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: ONE
APPLICATION DATE: 2/01/95
PERIOD TO: 1/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.	Mobilize	10,108.65	0.00	8,000.00	0.00	8,000.00	79%	2,108.65	800.00
2.	Layout	12,600.00	0.00	7,560.00	0.00	7,560.00	60%	5,040.00	756.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	0.00	30,410.00	0.00	30,410.00	64%	17,050.00	3,041.00
4.	Control Structure	865.00	0.00	865.00	0.00	865.00	100%	0.00	86.50
5.	Outlet Structure	590.00	0.00	590.00	0.00	590.00	100%	0.00	59.00
6.	12" Outfall	6,600.00	0.00	6,600.00	0.00	6,600.00	100%	0.00	660.00
7.	Littoral Planting	5,602.74	0.00	0.00	0.00	0.00	0	5,602.74	0.00
8.	Paved Entry Drive	8,221.50	0.00	0.00	0.00	0.00	0	8,221.50	0.00
9.	Shell Roadway	20,560.00	0.00	16,000.00	0.00	16,000.00	78%	4,560.00	1,600.00
10.	Wheel Stops	480.00	0.00	0.00	0.00	0.00	0	480.00	0.00
11.	Shell Walkway	10,725.00	0.00	0.00	0.00	0.00	0	10,725.00	0.00
12.	Shell Aggregate Walkway	2,252.25	0.00	0.00	0.00	0.00	0	2,252.25	0.00
13.	Edge Curb	1,125.00	0.00	0.00	0.00	0.00	0	1,125.00	0.00
14.	Picnic Tables	3,840.00	0.00	0.00	0.00	0.00	0	3,840.00	0.00
15.	Benches	3,375.00	0.00	0.00	0.00	0.00	0	3,375.00	0.00
16.	Trash Receptacles	3,030.00	0.00	0.00	0.00	0.00	0	3,030.00	0.00
17.	Bicycle Racks	1,390.00	0.00	0.00	0.00	0.00	0	1,390.00	0.00
18.	Drinking Fountains	2,300.00	0.00	0.00	0.00	0.00	0	2,300.00	0.00
	PAGE TOTAL	141,125.14	0.00	70,025.00	0.00	70,025.00		71,100.14	7,002.50

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CONTINUATION SHEET

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: ONE
APPLICATION DATE: 2/01/95
PERIOD TO: 1/30/95
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D ÷ E)	THIS PERIOD					
19.	1" Water Service	1,785.00	0.00	1,785.00	0.00	1,785.00	100%	0.00	178.50
20.	Irrigation	42,539.20	0.00	2,400.00	0.00	2,400.00	6%	40,139.20	240.00
21.	Landscape	51,619.45	0.00	0.00	0.00	0.00	0	51,619.45	0.00
22.	Welcome Center	84,200.00	0.00	0.00	0.00	0.00	0	84,200.00	0.00
23.	Gates	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
	PAGE TOTAL	182,643.65	0.00	4,185.00	0.00	4,185.00		178,458.65	418.50
	GRAND TOTAL	$323,768.79	0.00	74,210.00	0.00	74,210.00	23%	249,558.79	7,421.00

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form acceptable to the Town, if Falco could meet the Building Code regulations and sell the lots with clear title and title insurance; however, it was clear that if the extension were granted, Falco should begin within six months, since there was a plethora of evidence on record since 1988 to expect the Town would look unfavorably on granting any further extension. He stated the fundamental notion was: would the Town derive any material benefit from making Falco go back through the whole site plan process.

It was moved by Green, seconded by Metz, to pass Res. 96-02 as amended. Motion carried unanimously on roll call vote: Green, aye; Metz, aye; Gotthainer, aye; Farber, aye; Drohlich, aye; Sagman, aye; Patterson, aye.

X. Closing of Consent Agenda
XI. Action on Consent Agenda
(No items appeared on the Consent Agenda.)

XII. Unfinished Business

XIII. New Business
1. Approval of Bid Award for Fire Station Construction
It was moved by Drohlich, seconded by Metz, to approve a bid award for construction of the North Fire Station to the lowest bidder, Magnum Builders of Sarasota, Inc. for $1,178,000 plus $35,000 for the metal roof for a total of $1,213,000.

Motion carried unanimously on roll call vote: Drohlich, aye; Metz, aye; Sagman, aye; Green, aye; Farber, aye; Gotthainer, aye; Patterson, aye.

Mr. Roberts stated the original budget was for $1,480,606; therefore, it was also necessary to approve the revised total budget allocation of $1,500,122.

It was moved by Farber, seconded by Drohlich, to approve a revised total budget allocation in the amount of $1,500,122 for construction of the North Fire Station. Motion carried unanimously on roll call vote: Farber, aye; Drohlich, aye; Gotthainer, aye; Sagman, aye; Metz, aye; Green, aye; Patterson, aye.

2. Approval of Joan M. Durante Community Park - Phase III
It was moved by Farber, seconded by Drohlich, to approve a $275,000 budget for funding Phase III of Joan M. Durante Community Park and to award a contract to Maddox & Associates covering design, construction, documents/permitting, bid solicitations and related activities of the project.

Mr. Roberts said that at the Commission's request, he and Mr. Maddox met with James Durante, benefactor, and reviewed the Master Plan in detail; Mr. Durante was very pleased with it and suggested some attractive trees be placed near the entranceway; Mr. Maddox was to look at that and try to make a change to accommodate the request; otherwise, Mr. Durante was favorable to the Plan.

Commissioner Farber expressed concern that the funding the Town was lending would cost the Town some money; a year ago several factors were discussed about the net dollars they would end up with; therefore, in proceeding with Phase III with a commitment for $3/4 million, he believed this cost needed to be brought up. Commissioner Green said the Town literally wrote this off. Mr. Roberts asked for clarification. Commissioner Farber said that development of the Park was entered into with a cost of $750,000; it started with $200,000 in the bank and for the balance to be paid at $50,000 a year over a period of years; it was his understanding that the Town put $50,000 up front and interest would be funded by the Town; therefore, the end result would be an amount of less than $750,000 to spend. Commissioner Green stated it was costing the Town money to build the Park, but the Commission had decided the Town would spend the $750,000, front the money, and "swallow the loss of the use of the funds". Mayor Patterson said this was done because it was not really known how to compute what it would cost in stretching it out over ten years; perhaps what it was costing should be known.

Vice-Mayor Drohlich asked Mr. Roberts to review the records, since Terry Sullivan had figured out how much it would cost the Town and how much in interest it would cost; at that time, as he recalled, at the end of the period the Town was going to have benefitted by around $30,000. He said this was a lesser amount of money than he had hoped for, but there was some benefit; however, it had probably been eroded by inflation by this time. Mr. Roberts indicated he would provide information on this. Mayor Patterson said the Commission should see what the updated numbers were, using good economic theory of opportunity.

Commissioner Green asked if Mr. Durante were aware that Phase III was the final Phase and if he were comfortable with Mr. Maddox's timeframe. Mr. Roberts said Mr. Durante understood this Phase would expend the $750,000; regarding the time, while he may not be comfortable with it he was aware of it.

Mayor Patterson stated this project should be done on a "not-to-exceed" basis, as subsequent Commissions should not come in and find funds were expended over and above the $750,000. Mr. Roberts assured there would be no overrun on this contract, as he and Mr. Maddox were in a position to control that; if it came in higher it would be cut and appurtanents would be limited to the contribution amount.

Commissioner Sagman stated she wished to again state that the type of plantings would be carefully considered so as to require only minimum use of spray and fertilizer that would run into the Bay. **Motion carried on roll call vote: Farber, aye; Drohlich, aye; Gotthainer, aye; Sagman, aye; Green, aye; Metz, aye; Patterson, aye.**

A recess was called at 10:00 P.M.; the meeting reconvened at 10:05 P.M.

January 18, 1996

Bob Stetler, Program Administrator
Florida Department of Environmental Protection
Southwest District
3804 Coconut Palm Drive
Tampa, FL 33619

RE: FPRP Application No. 6PR066SW -
Joan M. Durante Park

Dear Mr. Stetler:

Enclosed please find the additional information you requested pertaining to FPRP Application No. 6PR066SW (aerial, ground pictures). I have also included a jurisdictional survey of the property.

Sincerely,

Steve Schield
Parks and Environmental Officer

/cmg
enc.

1/17 SS - A Gain Tickle

1/5 SS - See Deadlines

Department of Environmental Protection

Tickler 1/16

Lawton Chiles
Governor

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

Virginia B. Wetherell
Secretary

December 30, 1995

Leonard Smally, Director of Public Works
Town of Longboat Key
600 General Harris Street
Longboat Key, FL 34228

Re: FPRP Application No. 6PR066SW - Joan M. Durante Park

Dear Mr. Smally,

We have completed the first phase of our evaluation process for your Florida Pollution Recovery Program (FPRP) application. Additional information would be helpful in continuing the evaluation of your application. Please submit six copies of the items listed below to the Southwest District Office on or before January 19, 1996.

1. A large scale aerial photograph of the project site. Please outline the project boundaries. You need only submit one copy for our records.

2. If possible, please provide on ground photographs of the project site and pertinent locations for the proposed activity.

While your project seems eligible for consideration under the program, failure to submit the requested information may result in the loss of points in the evaluation process. Your project will undergo evaluation for funding consideration according to the provisions of FPRP and you will be notified in early March of our recommendation to the Florida Legislature concerning your funding request.

Thank you for your interest in the FPRP. Please feel free to call me at (813) 744-6100 ext. 350 should you have any questions regarding this request.

Sincerely,

Bob Stetler

Bob Stetler
Program Administrator

cc: Don Gerteisen, FDEP/OLRS

RECEIVED
JAN - 4 1996
PUBLIC WORKS DEPT.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
3804 COCONUT PALM DR.
TAMPA, FLORIDA 33619





Protecting Florida and Your Quality of Life

722-0066

November 11, 1995

Met on 18th
decid 20th NOV.

Mr. Andre' Hobson
P.O. Box 221
Terra Ceia, Fl 34250

Mr. Len Smalley / City Engineer
Longboat Key, Florida

Dear Len:

In follow up to your request to check availability of swans for your city pond I have the following information for you.

Currently I can supply three different species of the family order of Cygnus : The Mute, The Australian Black, and The Whooper. Prices are as follows.

1. White Mute pair (3) yrs. old.....$875.00 MOST AGRESSIVE 30 165
2. Australian Black pair (5/6) yrs. old..... 675.00 - 10-14 165
3. Whooper Adult pair (age supplied if interested)925.00 WHITE - 30 165

* Please add shipping charges of $125.00 per pair to above prices.

I have enclosed a copy from one of the premier national wholesalers' price list so you may better determine how extremely fair my prices are. Please keep in mind that I will also supply you with guidance as to set up, care and management at no extra cost, as well as be available in the future for any questions you may have.

Regards,

Andre'

Andre' Hobson

MEMORANDUM

TO: Griff Roberts, Town Manager DATE: 12-05-95

FROM: Len Smally, Director of Public Works

SUBJECT: Cost of Swans at Durante Park

The following would be the cost of placing Swans at the Durante Park Lake:

Capital Cost:	Swans	$1,000.00
	Swan feeder	$80.00
	Fence for Swan Area	$1,600.00
		$2,680.00

Annual maintenance cost:

1/2 hour of labor time to feed Swans in the morning and close up food at night.

Labor	$7.50 x 365	=	$2,922.70
Food	$5.00 x 52	=	$260.00
			$3,182.70

Although they cannot fly, there is no guarantee that the swans will stay. Also they may be molested by racoons, dogs or children.

ADP

Mc Curry

M E M O R A N D U M

DATE: 01-03-96

TO: Town Commission

FROM: Griff Roberts, Town Manager

SUBJECT: Joan M. Durante Community Park Phase III

Pursuant to your last discussion on this subject at the December Workshop Meeting, we are pleased to present for your approval the attached Master Plan for Phase III Development of the Park.

Being recommended are: 1) your approval of a $275,000 budget for funding Phase III, and 2) your award of the contract to Maddox & Associates covering design, construction documents/permitting, bid solicitations and related activities for the project.

This Phase III work will complete the use of funding provided by the benefactor in the agreement between the benefactor and the Town.

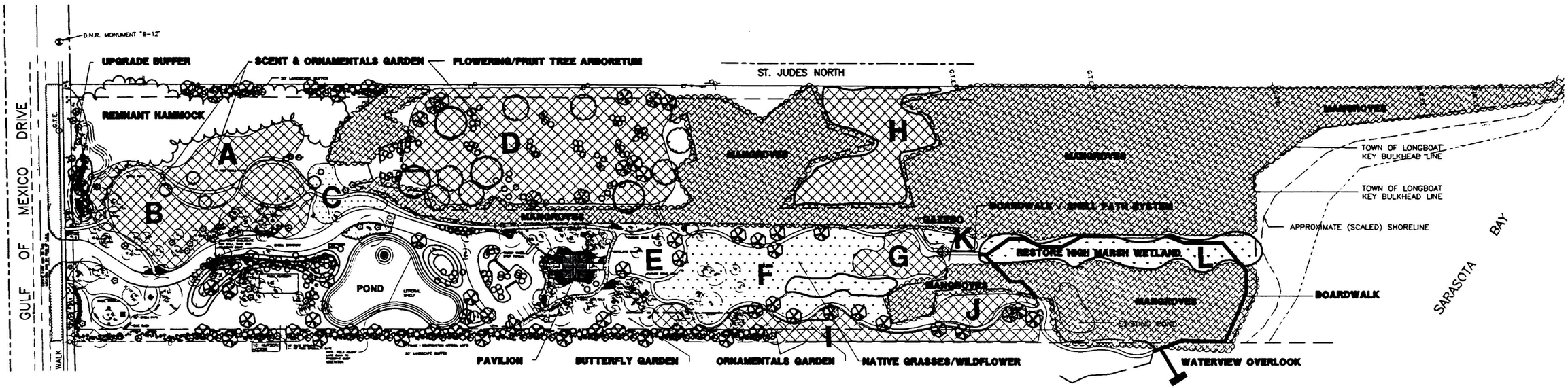
Pursuant to your desires, I have spoken with Mr. Durante to make arrangements to review this plan with him prior to Monday evenings meeting.

GHR/ala

Attachment

cc: James P. Durante
Bill Maddox, Maddox & Associates
Dan Gaffney, Planning, Zoning and Building Director
Len Smally, P.E., Public Works Director
T.O. Sullivan, Finance Director

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	
PHASE 3A						
.1	MASTER PLANNING		LS		$8,530.00	
.2	WEST ENTRANCE ENHANCEMENT		LS		$8,000.00	
.3	CONSTRUCTION DOCUMENTS/PERMITTING		LS		$39,770.00	
A.4	PLANTING OF WEST TRACTS A, B, C		LS		$42,000.00	
A.5	POND ENHANCEMENTS					
A.5.1	Perimeter planting		LS		$2,000.00	
A.5.2	Pond stabilization		LS		$1,000.00	
A.6	PATHS/BOARDWALKS/WATERVIEW OVERLOOK					
A.6.1	Shell paths	750	LF	$7.00	$5,250.00	
A.6.2	Boardwalks	225	LF	$100.00	$22,500.00	
A.6.3	Waterview overlook	375	SF	$50.00	$18,750.00	
A.7	GAZEBO		LS		$8,000.00	
A.8	MASTER TREE PLANTING		LS		$20,000.00	
A.9	PLANTING OF EAST TRACTS E, F, G, I, J, K		LS		$18,000.00	
A.10	SITE FURNISHINGS		LS		$8,000.00	
A.11	SECURITY FENCING @ END OF GULF BAY ROAD	150	LS	$33.00	$4,950.00	
	SUBTOTAL					$206,750.00
PHASE 3B						
B.1	MARSH RESTORATION (TRACT L)					
B.1.1	Excavation		LS		$6,000.00	
B.1.2	Replanting		LS		$5,000.00	
B.2	PATHS/BOARDWALKS					
B.2.1	Shell paths	600	LF	$7.00	$4,200.00	
B.2.2	Boardwalks	450	LF	$100.00	$45,000.00	
B.3	NURSERY SHADE HOUSE		LS		$8,000.00	
	SUBTOTAL					$68,200.00
	TOTAL FOR PHASES 3A & 3B					$274,950.00
FUTURE WORK						
PHASE 3C						
.1	PLANTING OF NORTH TRACTS D & H		LS		$30,000.00	
.2	PATHS/BOARDWALKS					
C.2.1	Shell paths	960	LF	$7.00	$6,720.00	
C.2.2	Boardwalks	200	LF	$100.00	$20,000.00	
	SUBTOTAL					$56,720.00
TRACT LEGEND						
A	SCENT & ORNAMENTALS GARDEN					
B	SCENT & ORNAMENTALS GARDEN					
C	WETLAND RESTORATION					
D	FLOWERING/FRUIT TREE ARBORETUM					
E	LAWN					
F	NATIVE GRASSES/WILDFLOWER MEADOW					
G	WETLAND RESTORATION					
H	EXISTING EXOTIC TREE CANOPY					
I	BUFFER PLANTING & ORNAMENTALS GARDEN					
J	ORNAMENTALS GARDEN					
K	WETLAND RESTORATION					
L	HIGH MARSH WETLAND RESTORATION					



PHASE III MASTER PLAN

JOAN M. DURANTE COMMUNITY PARK

LONG RANGE MASTER PLAN

- MADDOX & ASSOCIATES - ARCHITECTS
- DAVID W JOHNSTON ASSOCIATES - LANDSCAPE ARCHITECTS
- LANDRY AND ESBER, CIVIL ENGINEERS

387-7016

facsimile
TRANSMITTAL

to: Mr John Huffer
co: Woodruff and Sons, Inc
fax #: 755-1379
re: Durante Park
date: January 9, 1996
pages: 1, including cover sheet

John -

I agree that all the landscape items in DWJA's field report are warranty items and should not hold up the final payment, however, handicapped sign and the stop bar @ GMD are required by ASI 3, SK-5 and ASI 6, SK-21 respectively

If you can take care of these two items, the pay request will be processed

Thanks

cc: Len Smally

From the desk of:

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, Fl 34236

(813) 955-7358
Fax (813) 955-7360

CAF8 29

Hard Copy to Follow _____ yes __X__ no

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

December 19, 1995

Daniel D. Somodi
Environmental Scientist
Venice Regulation Department
Southwest Florida Water Management District
111 Corporation Way
Venice, FL 34292-3524

RE: Modification to Permit #4012579.00/CT21483 -
Joan Durante Community Park

Dear Mr. Somodi:

This is in regard to the hydrologic connections to wetlands identified in your letter of 6/28/95.

We have made connections in all of the areas mentioned. Two were made with dual 14" ductile iron pipes where future crossings are necessary. In two other areas we constructed swales. All are shown on the attached Landry & Esber drawing C-3.

At your convenience, we are available to meet on site. We welcome your comments on the work performed and stand ready to modify the connections if necessary.

Thank you for your cooperation.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cjq
enc.
cc: Griff H. Roberts, Town Manager
William E. Maddox, AIA

Southwest Florida Water Management District

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Peter G. Hubbell
Executive Director
Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

September 7, 1995

Mr. Griff Roberts
Town Manager
Town of Longboat Key
Longboat Key, Florida 34228

Subject: Permit Modification Time Extension
Project Name: Joan Durante Community Park
Permit No.: 4012579.00/CT21483
County: Manatee

Dear Mr. Roberts:

In accordance with District policy, a 90 day time extension for the above referenced project has been approved. Please submit your application for permit modification by December 6, 1995. I would encourage you to schedule a pre-application meeting with Daryl R. Flatt, P.E. and Patricia M. Hobson, prior to submittal, to determine whether the proposed project modifications can be permitted under the MSSW and Wetland Resource Permit application process or the new Environmental Resource Permit application process.

Please call me at (941) 483-5970 if you have any questions or comments.

Sincerely,

Daniel D. Somodi
Environmental Scientist
Venice Regulation Department

DDS:bxm:267
cc: File of Record
Leonard A. Smally, P.E.
Daryl R. Flatt, P.E.
Patricia M. Hobson
Edward M. Craig

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SEP 11 1995
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CG - TRAIT FN NOV 27 cc LS DG

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Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

September 7, 1995

SEP 8 1995 TOWN MANAGER

Mr. Griff Roberts
Town Manager
Town of Longboat Key
Longboat Key, Florida 34228

Subject: Permit Modification Time Extension
Project Name: Joan Durante Community Park
Permit No.: 4012579.00/CT21483
County: Manatee

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Please call me at (941) 483-5970 if you have any questions or comments.

Sincerely,

Daniel D. Somodi

Daniel D. Somodi
Environmental Scientist
Venice Regulation Department

DDS:bxm:267
cc: File of Record
Leonard A. Smally, P.E.
Daryl R. Flatt, P.E.
Patricia M. Hobson
Edward M. Craig

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TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

August 30, 1995

Daniel D. Somodi
Environmental Scientist
Venice Regulation Department
S.W.F.W.M.D.
115 Corporation Way
Venice, FL 34292-3524

RE: Joan Durante Community Park
Permit #4012579.00/CT21483

Dear Daniel:

This is to request an extension of time to complete our permit application for work at Durante Park. Our architect, Bill Maddox, and our engineers, Landry and Esber, have submitted a proposal for professional services (attached). This will include design, drawings and permit applications.

The restoration work we agreed to will be completed as part of the next construction phase. Construction may take place within six months. Therefore we request an extension of 180 days.

Thank you for your cooperation.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cmg
enc.
cc: Griff H. Roberts, Town Manager
William E. Maddox, AIA

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General Counsel

1/30 Fx to Bill Maddox
Bill - WE can connect wetlands on ph 3 Design - M. Call. 2

RECEIVED
JUN 30 1995
PUBLIC WORKS DEPT.

June 28, 1995

Mr. Griff Roberts
Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

Subject: Durante Park Site Meeting
Project name: Joan Durante Community Park
Permit #: 4012579.00/CT21483
Location: 25/35S/16E
County: Manatee

Dear Mr. Roberts:

This letter is a confirmation of the June 21, 1995 site meeting with Len Smally, the Town of Longboat Key, Director of Public Works and Daniel D. Somodi, District Environmental Scientist.

The following problem areas have been identified:

1. Wetland hydrology that was severed by the entrance to the upland area.

2. Spoil pile (100 feet southeast of upland entrance) in the wetland, blocking the tidal waters to hydrate the north part of the wetland.

3. Far east side of the park where the hydrology of two wetlands is impacted by mulched walkways.

We have agreed that these problem areas can be resolved by restoring the hydrologic connection to these wetlands. This can be accomplished by piping or creating boardwalks over the severed areas and manually removing the historically dumped fill from the wetland. I advised Mr. Smally that, as an option, these changes can be recorded in the As-Built drawings and submitted to the District within 90 days of date of this letter. Mr. Smally assured me that the next phase of construction is in the designing stage and all of these problem areas will be addressed.

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To resolve these matters in a timely fashion, please submit your permit application for the next phase of construction within 90 days from the date of this letter, if it is not possible to submit the required information with the As-Built drawings in the above-mentioned time frame.

If you require further assistance in addressing these concerns please contact me at (941) 483-5970.

Sincerely,

Daniel D. Somodi
Environmental Scientist
Venice Regulation Department

DDS:bxm
cc: File of Record
Len Smally P.E.

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170 Century Boulevc
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524
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MAY - 9 1995

cc letter + original blue print to Lew 5/5/95

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Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

April 21, 1995

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

Subject: **Final Agency Action Transmittal Letter**
Modification of Permit by Letter

Project Name:	Longboat Key, Town of-Joan M. Durante Community Park
Permit No:	4012579.01
County:	Manatee
Sec/Twp/Rge:	25/35S/16E
Letter Received:	March 27, 1995
Expiration Date:	April 21, 1998

Reference: Chapter 40D-4, Florida Administrative Code (F.A.C.)
Section 40D-4.331(2)(b)1-6, F.A.C.

Gentlemen:

We have received your request for modification to your permit, and are pleased to notify you that the modification is authorized.

This permit modifies the previously issued Permit No. 4012579.00, dated December 2, 1994 and entitled Longboat Key, Town of - Durante Community Park, as follows:

1. This Letter of Modification authorizes the realignment of the outfall swale from the bubbler box outlet east for approximately 200 feet.

2. This Letter of Modification does not alter any permit conditions previously approved pursuant to Construction Permit MSSW 4012579.00.

Plans and information submitted to support the modification will be kept on file.

Any person who is substantially affected by the District's Final Agency Action concerning a permit may challenge this permit by requesting an Administrative Hearing in accordance with Section 120.57, Florida Statutes (F.S.), and Part V of Chapter 40D-1, Florida Administrative Code (F.A.C.). A request for hearing must

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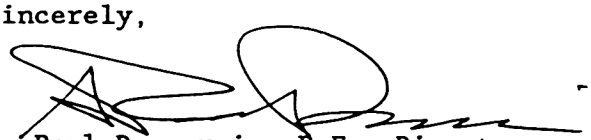
be filed with (received by) the Agency Clerk of the District at the address above within 14 days after the date of receipt of this notice of Final Agency Action. When actual receipt of notice cannot be determined, receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Section 120.57, F.S.

If we may be of further assistance, please contact Charles L. Hattaway, Jr., P. E. at the Venice office at (813) 483-5970, extension 67.

Sincerely,



A. Paul Desmarais, P.E., Director
Venice Regulation Department

APD:CLH:DDS:mt
cc: File of Record
Records & Data
Landry & Esber , William B. Houghton, P.E.

WOODRUFF & SONS, Inc.

Post Office Box 30127
BRADENTON, FL 34282-0127
Phone (941) 756-1871

FAX COVER LETTER

HAPPY HOLIDAYS



DATE: 1-3-96

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Bill Maddox C.C. Len Smally

FIRM: Maddox & Assoc.

CITY: Sarasota

FAX #: 955-7360 387-7016

FROM:

NAME: John Huffee

TELEPHONE NO.: (941) 756-1871

FAX NO.: (941) 755-1379

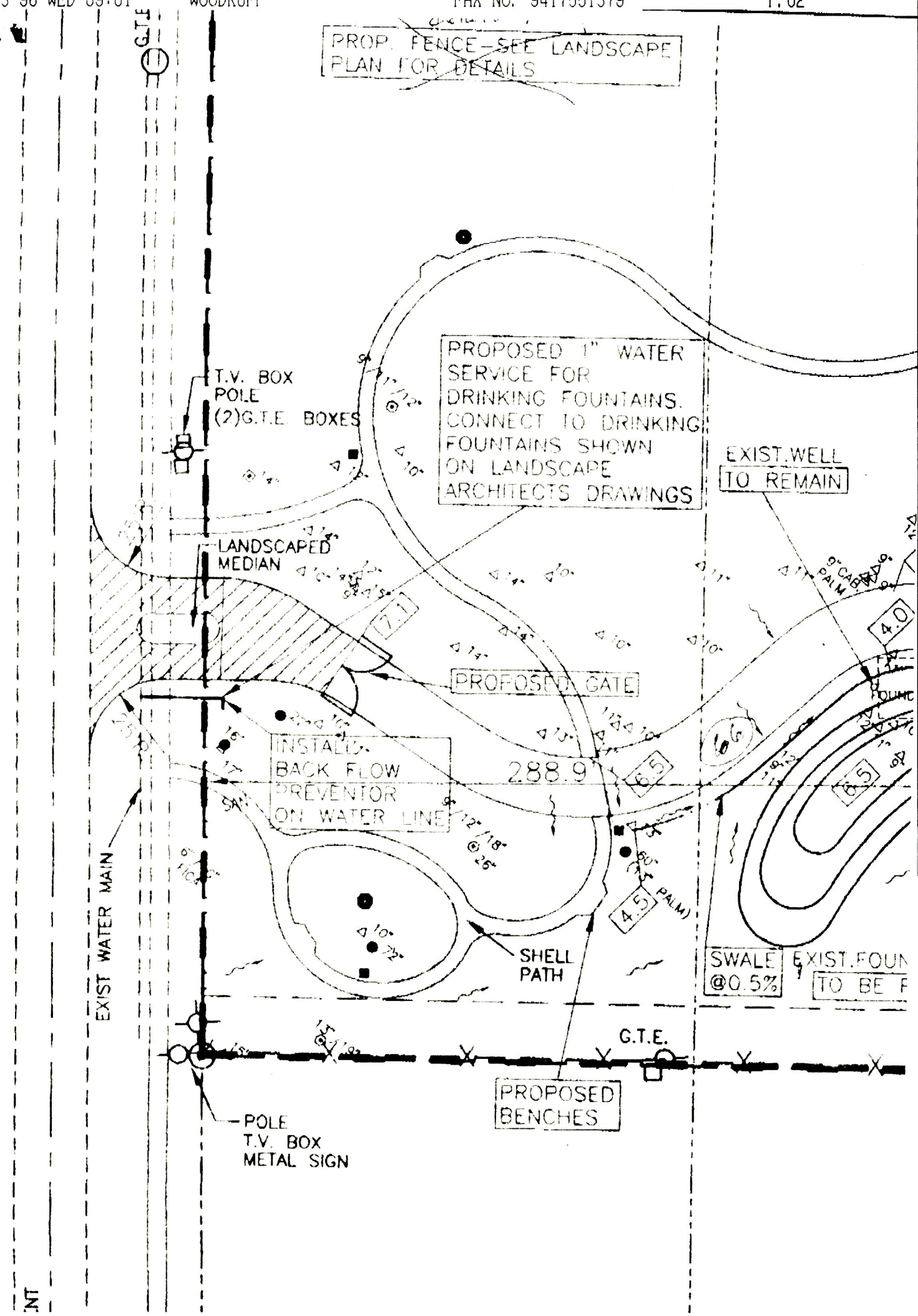
TOTAL NUMBER OF PAGES INCLUDING COVER PAGE 2.

IF YOU DO NOT RECEIVE ALL THE PAGES, OR IF THEY ARE NOT LEGIBLE, PLEASE CALL.

COMMENTS: cc: Durante Park

In response to your fax of 12/22/95, I delivered the final pay request to your office on Nov. 2, 1995 after all the final inspections. The items from DWSA are warrenty items, they did not appear on the final punch list. The items listed on LTE are new items, why are we just receiving this punch list? The parking bumper was removed by the Town the day of the grand opening - talk to Steve. The plan does not call for a stop bar nor does it detail a handicap sign. Please approve the final request and send it on.

Thanks
JH


GULF OF MEXICO DRIVE
G.T.E.
PROP. FENCE-SEE LANDSCAPE PLAN FOR DETAILS
T.V. BOX
POLE
(2)G.T.E. BOXES
PROPOSED 1" WATER SERVICE FOR DRINKING FOUNTAINS. CONNECT TO DRINKING FOUNTAINS SHOWN ON LANDSCAPE ARCHITECTS DRAWINGS
EXIST.WELL TO REMAIN
LANDSCAPED MEDIAN
PROPOSED GATE
INSTALL BACK FLOW PREVENTOR ON WATER LINE
288.9
EXIST WATER MAIN
SHELL PATH
SWALE @0.5%
EXIST.FOUN
TO BE F
G.T.E.
PROPOSED BENCHES
POLE
T.V. BOX
METAL SIGN

Southwest Florida Water Management District

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Executive Director
Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

December 21, 1995



Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

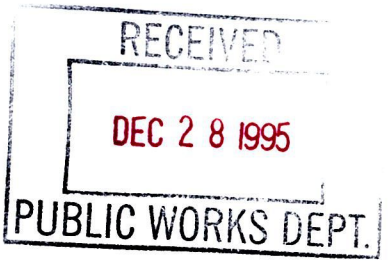
SUBJECT: Transfer to Operation Phase
Management and Storage of Surface Waters (MSSW)
Permit No.: 4012579.00,.01/CT21034
Project Name: Joan Durante Community Park
Sec/Twp/Rge: 25/35S/16E
County: Manatee

Gentlemen:

Your request to transfer the above-referenced permit to the operation phase has been approved and is effective on December 21, 1995.

The District reserves the right to continue the field verification of the As-Built drawings under Chapter 40D-4.091 of the Florida Administrative Code and Section 3.1.7 of the "Basis of Review for Surface Water Management Permit Applications". Your MSSW Permit may contain conditions requiring future periodic inspection and maintenance requirements. These periodic inspections are normally required every 18 or 24 months and are required to be reported to the District on Form No. 25.03-15.1-9/87 entitled "Statement of Inspection for Proper Operation and Maintenance". This Form can be found on Page B-47 in the District's Permit Information Manual for the Management and Storage of Surface Waters. A copy of that form is enclosed for you to keep on record. **THE FORM IS NOT REQUIRED TO BE SUBMITTED AT THIS TIME. CHECK YOUR PERMIT CONDITIONS TO DETERMINE WHEN IT IS REQUIRED.**

Your participation in the regulation process will help protect and conserve our water resource.



Excellence Through Quality Service

If you have any questions or concerns about your permit, please contact Christopher S. Wright in the Venice Regulation Department at (941) 486-1212.

Sincerely,

James P. Guida, P.G.
Director
Venice Regulation Department

JPG:CAJ
Encs: Statement of Completion signed by District Representative
MSSW Permit
As-built drawings
Inspection Form No. 25.03-15.1-9/87
cc: File of Record
Cheryl A. Johnson
Landry & Esber

STATEMENT OF INSPECTION FOR PROPER OPERATION AND MAINTENANCE

Within 30 days after completion of the inspection for proper operation and maintenance, the operation and maintenance entity or its authorized agent must SEND THE ORIGINAL PLUS ONE COPY OF THIS FORM to the Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34609-6899. Upon receipt, the District will review this statement and may inspect the system for compliance with the approved permit and as-built drawings.

(1) SURFACE WATER MANAGEMENT SYSTEM INFORMATION:

Permit No.: 4012579.00,.01/CT21034

County: Manatee

Project Name: Joan Durante Community Park

Permittee: Town of Longboat Key

Address: 501 Bay Isles Road

City/State/Zip: Longboat Key, Florida 34228

Telephone: (____)_____

(2) I hereby certify that an inspection of the above-referenced system was performed on _____ and further certify based on my observations that all above-ground facilities are being operated and maintained as authorized by the Southwest Florida Water Management District. I further state that it is my opinion based on my observations, knowledge, experience and any other available information that the below-ground facilities are being operated and maintained as authorized.

By:_____
Signature of Engineer

_____
Name (Please Type) Florida Registration No.

_____
Company Name

_____
Company Address

(Affix Seal)

_____
City, State, Zip

Phone: (_____) _____Date:_____

Form No. 25.03-15.1-9/87

SO. .EST FLORIDA WATER MANAGEMENT I .RICT
MANAGEMENT AND STORAGE OF SURFACE WATER
GENERAL - CONSTRUCTION
PERMIT NO. 4012579.00

EXPIRATION DATE: December 2, 1997

PERMIT ISSUE DATE: December 2, 1994

TRANSFERRED TO OPERATION PHASE

This permit, issued under the provisions of Chapter 373, Florida Statutes and Florida Administrative Code Rules 40D-4 and 40D-40 authorizes the Permittee to perform the work outlined herein and shown by the application, approved drawing(s), plans, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District).

PROJECT NAME: Town of Longboat Key
Joan M. Durante Community Park

GRANTED TO: Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

ABSTRACT: This permit authorizes the construction of a surface water management system to serve a public community park on a 20 acre parcel of land in the Town of Longboat Key, Manatee County. This surface water management system is a wet detention pond to treat the first 1.5 inches of runoff since its ultimate discharge is to Sarasota Bay, an Outstanding Florida Water. The surface water management system discharges into unrestricted waters; therefore, no attenuation is provided. There are no wetlands within the project area.

OP. & MAINT. ENTITY: Town of Longboat Key

PROPERTY LOCATION: Manatee County

SEC/TWP/RGE: 25/35S/16E

TOTAL ACRES OWNED: 38.00

PROJECT SIZE: 19.50

LAND USE: Semi-Public

DATE APPLICATION FILED: August 23, 1994

AMENDED DATE: N/A

I. Water Quantity/Quality

POND #	AREA ACRES @ T.O.B.	TREATMENT TYPE
1	0.25	Wet Detention
TOTAL	0.25	

FILED ON 2/9/95 BY DG

II. 100-Year Floodplain

Encroachment (ac-ft):	Compensation (ac-ft):
0.00	0.00

III. Environmental Considerations

No wetlands or other unique hydrologic features exist within the project area.

SPECIFIC CONDITIONS

1. All surface water management systems shall practice water conservation to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of off-site property. At such time in the future as the Governing Board establishes minimum water levels in aquifers or minimum rates of flow in streams, or otherwise adopts specific conservation criteria, the Permittee may be required to undergo an alteration of the system to comply with such criteria upon notice by the District and after a reasonable period for permitting compliance.

2. The District verified wetland boundaries and buffer areas, if applicable, shall be clearly delineated on the site prior to initial clearing and grading activities. The delineation shall endure throughout the construction period and be readily discernible to construction personnel.

3. In order to ensure that the person who will construct the proposed work is identified as required by Section 373.413(2)(f), Florida Statutes, once the contract is awarded, the name, address, and telephone number of the contractor will be submitted to the District prior to construction referencing Permit Number 4012579.00.

4. The District reserves the right to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.

TRACKING CONDITIONS

1. The Permittee shall immediately provide written notification to the District upon beginning any construction authorized by this permit.

2. The Permittee shall retain the Design Engineer, or other Professional Engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of

this project; the Permittee shall inform the District in writing and prior to beginning construction of the name, address and phone number of the Professional Engineer so employed by the Permittee for that purpose.

3. The Operation and Maintenance Entity shall submit inspection reports in the form required by the District, in accordance with the following schedule unless specified otherwise herein or in Application Information.

( ) For systems utilizing effluent filtration or exfiltration, the inspections shall be performed 18 months after operation is authorized and every 18 months thereafter.
(x) For systems utilizing retention and wet detention, the inspections shall be performed two years after operation is authorized and every two years thereafter.
( ) For systems utilizing effluent filtration or exfiltration and retention and wet detention, the inspections shall be performed 18 months after operation is authorized and every 18 months thereafter.

LIMITING AND STANDARD CONDITIONS

1. The Permittee shall comply with the attached Limiting and Standard Conditions which are attached hereto, incorporated herein by reference as Exhibits "A" and "B" respectively and made a part hereof.

Authorized Signature

Table 1. Wetlands Report

PROJECT NAME: Town of Longboat Key
Joan M. Durante Community Park

PERMIT NUMBER	4012579.00
COUNTY	Manatee
PROPOSED LAND USE	Semi-Public
TOTAL PROJECT ACREAGE	19.50
TOTAL WETLAND ACREAGE	0.00
WETLAND ACREAGE PRESERVED	0.00
WETLAND ACREAGE TEMPORARILY DISTURBED	0.00
WETLAND ACREAGE (NATURAL) PERMANENTLY DESTROYED	0.00
WETLAND ACREAGE CREATED (MITIGATION)	0.00
WETLAND ACREAGE NET CHANGE	+0.00
WETLAND ACREAGE IMPROVED	0.00
OTHER COMPENSATION ACREAGE	0.00

PROJECT DATA SHEET
Venice Permitting Department

PERMITTEE (owner):

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

ENGINEER
(Engineer who signed & sealed application)

William B. Houghton, P.E.
Landry & Esber
130 North Tamiami Trail, Suite 301
Sarasota, Florida 34236

OWNER'S AGENT

INTERESTED PARTY
(Copied on all correspondence by P&R)

_____
_____
_____
_____

AGENCY ACTION NOTICING ONLY
(P&R-Individuals; PD-Generals,etc.)

_____
_____
_____
_____

NOTICING FORM:
Received ( ) Posted ( )

PERMIT APPL. NO:	4012579.01
TYPE PERMIT:	LETTER MODIFICATION
APPLICATION	
RECEIVED DATE:	March 27, 1995
AMENDED DATE:	N/A
COMPLETE / INCOMPLETE DATE:	March 27, 1995
COUNTY:	Manatee
PROJECT NAME:	Longboat Key, Town of- Joan M. Durante Community Park
LAND USE:(PD USE)	Government
TOTAL ACRES OWNED:	38.00 ACRES
PROJECT SIZE:	19.50 ACRES
ISSUED DATE:	April 21, 1995
EXPIRATION DATE:	April 21, 1998
SEC/TWP/RGE (all acreage owned)	25/35S/16E
FEE REQUIRED:	$-0-
FEE PAID:	$-0-
REFUND:	$_____

Reason for refund: _____

_____

REVIEWER MUST CONFIRM ALL INFORMATION AND INITIAL PRIOR TO SUBMITTING LETTER/PERMIT FOR TYPING - ( ) 1ST LETTER ( ) PERMIT

Review Engineer/Evaluator:
Charles L. Hattaway, Jr., P. E.

E.S. Evaluator:
Daniel D. Somodi

O & M Entity:
Town of Longboat Key

_____
(Include O&M Address if Different from Application)

PERMITTING DEPARTMENT MUST COMPLETE FOR RDBS ENTRY
Activity Code G Project Code: PRK Water Quality 002
____DF Sub-Type (See DEP PATS User Manual Appendix C-Application and Sub-Type Codes

RELATED PERMIT NO(S). _____.

INACTIVATE: PRIOR PERMIT OR MODIFICATION REVISION NO(S). _____;
(Prior Permit means, "THIS MODIFICATION REPLACES PRIOR/ORIGINAL.")

INACTIVATE: PRIOR CONSTRUCTION TRACKING CONDITIONS REVISION NO. _____;

INACTIVATE: PRIOR PERFORMANCE MONITORING CONDITIONS REVISION NO. _____.

Property complete with receipt of application? YES _____ NO_____

If NO, correct property boundary received on _____(Date)

SPECIFIC CONDITIONS (circle choice) **(See Pre-printed Specific & Tracking Conditions)**

1 - Permit #_____, Date_____, Project Name _____;
2; 3; 4; 5; 6; 7 #_____days; 8; 9; 10 a, b, c, d, e;
11 #_____ acres; forested/non-forested/forested & non-forested, a, b, c, d
12 #_____ acres; forested/non-forested/forested & non-forested, a, b, c
13; 14; 15; Other (Attach others)

TRACKING CONDITIONS (circle choice)

1; 2; 3; 4 a, b, c; 5; 6 a, b, c, d, e; 7 a, b / a, b, c, d / a, b, c, d; NG ONLY: 1, 2, 3 a, b, c, 4, 5.

Rev.04/14/94

Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only) or
(904) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only): 1-800-231-6103

7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 SUNCOM 578-2070

170 Century Boulevard
Bartow, Florida 33830-7700
(813) 534-1448 SUNCOM 572-6200

115 Corporation Way
Venice, Florida 34292-3524
(813) 483-5970 SUNCOM 549-5970

2303 Highway 44 West
Inverness, Florida 34453-3809
(904) 637-1360

An Equal Opportunity Employer

Joe L. Davis, Jr.
Chairman, Wauchula
Roy G. Harrell, Jr.
Vice Chairman, St. Petersburg
Sally Thompson
Secretary, Tampa
James E. Martin
Treasurer, St. Petersburg
James L. Allen
Bushnell
Ramon F. Campo
Brandon
James L. Cox
Lakeland
Rebecca M. Eger
Sarasota
John T. Hamner
Bradenton
Curtis L. Law
Land O' Lakes
Virginia S. Roo
Tampa

Peter G. Hubbell
Executive Director
Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

April 21, 1995

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

TRANSFERRED TO OPERATION PHASE

Subject: **Final Agency Action Transmittal Letter**
Modification of Permit by Letter

Project Name:	Longboat Key, Town of-Joan M. Durante Community Park
Permit No:	4012579.01
County:	Manatee
Sec/Twp/Rge:	25/35S/16E
Letter Received:	March 27, 1995
Expiration Date:	April 21, 1998

Reference: Chapter 40D-4, Florida Administrative Code (F.A.C.)
Section 40D-4.331(2)(b)1-6, F.A.C.

Gentlemen:

We have received your request for modification to your permit, and are pleased to notify you that the modification is authorized.

This permit modifies the previously issued Permit No. 4012579.00, dated December 2, 1994 and entitled Longboat Key, Town of - Durante Community Park, as follows:

1. This Letter of Modification authorizes the realignment of the outfall swale from the bubbler box outlet east for approximately 200 feet.

2. This Letter of Modification does not alter any permit conditions previously approved pursuant to Construction Permit MSSW 4012579.00.

Plans and information submitted to support the modification will be kept on file.

Any person who is substantially affected by the District's Final Agency Action concerning a permit may challenge this permit by requesting an Administrative Hearing in accordance with Section 120.57, Florida Statutes (F.S.), and Part V of Chapter 40D-1, Florida Administrative Code (F.A.C.). A request for hearing must

Excellence Through Quality Service

be filed with (received by) the Agency Clerk of the District at the address above within 14 days after the date of receipt of this notice of Final Agency Action. When actual receipt of notice cannot be determined, receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Section 120.57, F.S.

If we may be of further assistance, please contact Charles L. Hattaway, Jr., P. E. at the Venice office at (813) 483-5970, extension 67.

Sincerely,

A. Paul Desmarais, P.E., Director
Venice Regulation Department

APD:CLH:DDS:mt
cc: File of Record
Records & Data
Landry & Esber , William B. Houghton, P.E.

tatement of Completion
and Request for Transfer to Operation Entity

Within 30 days after completion of construction of the Surface Water Management system, the ner or authorized agent must *SEND THE ORIGINAL PLUS ONE COPY OF THIS FORM AND TWO COMPLETE SETS OF CERTIFIED AS-BUILT DRAWINGS* for the Surface Water Management system structures and appurtenances to the Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34609-6899. Upon receipt, the District will review this statement of completion and may inspect the system for compliance with the approved permit and as-built drawings. Within 30 days after receipt of this statement, the District will notify the permittee whether the operation phase of the permit may commence. The operation phase of this permit is effective when the statement of completion form is signed by an authorized District representative.

(1) SURFACE WATER MANAGEMENT SYSTEM INFORMATION:

PERMIT NO.: 4012579.00 & .01 COUNTY: Manatee

PROJECT NAME: Durante Community Park

PERMITTEE: Town of Longboat Key

ADDRESS: 501 Bay Isles Road

CITY: Longboat Key STATE: FL ZIP: 34228

TELEPHONE: (813) 383-3721

TRANSFERRED TO OPERATION PHASE

(2) I hereby certify that all facilities have been built substantially in accordance with the approved permit design plan and that any substantial deviations (attached) will not prevent the system from functioning in compliance with the requirements of this chapter. This certification is verified by the attached "as-built" drawings (as-built drawings and certification must be signed and sealed by a Professional Engineer, if required by Chapter 471, F.S.).

BY: WB Houghton
SIGNATURE OF ENGINEER OF RECORD

William B. Houghton, P.E. 33150
NAME (*Please Type*) FLORIDA REGISTRATION NO.

Landry & Esber
COMPANY NAME

(AFFIX SEAL)

130 N. Tamiami Tr., Suite 301
COMPANY ADDRESS

Sarasota, Florida 34236

6/6/95 by CAH
☑ INSPECTION CONDUCTED BY DISTRICT
☐ INSPECTION NOT CONDUCTED BY DISTRICT
RIGHT RESERVED FOR FUTURE INSPECTION

PHONE: (813) 955-6004 DATE: 04/11/95

SYSTEM UPDATED 5/31/95-MDF
.00 only- .01 = L Mod

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
MAY 31 1995
R.A.-VENICE

(3) The District is hereby notified that construction of the Surface Water Management system is completed, and the Permittee requests that the Surface Water Management permit be transferred to the entity for operation and maintenance as named in Section (4).

By: _____
Signature of Owner, Permittee or Authorized Agent

Griff Roberts, Town Manager
Name and Title (*Please Type*)

Town of Longboat Key
Company Name

Permit Number: 4012579.00 & .01

501 Bay Isles Road
Address

Longboat Key, Florida 34228
City, State, Zip

Phone: (813) 383-3721

(4) The below-named entity or individual agrees to maintain and operate the Surface Water Management system in compliance with all permit conditions and the provisions of Chapter 40D-4, Florida Administrative Code (F.A.C.).

By: _____
Signature of Individual or Authorized Agent for Operation Entity

Town of Longboat Key
Name of Individual or Operation Entity

501 Bay Isles Road
Address

Griff Roberts, Town Manager
Name and Title (*Please Type*)

Longboat Key, Florida 34228
City, State, Zip

Permit Number: 4012579.00 & .01

Phone: (813) 383-3721 Date: _____

RESPONSIBILITY FOR MAINTENANCE AND OPERATION MAY BE TRANSFERRED TO ANOTHER ENTITY ONLY UPON WRITTEN NOTICE AND APPROVAL BY THE DISTRICT IN ACCORDANCE WITH RULE 40D-4.351, F.A.C.

SWFWMD USE ONLY

Based upon the certification by the Engineer of Record in Section (2) and the notice of completion in Section (3), the responsibility for operation and maintenance of the system is transferred to the entity named in Section (4), and the operation phase of this permit is effective on the date indicated below.

Southwest Florida Water Management District

_____
Authorized District Representative

James P. Guida, P.G., Director
Name and Title Venice Regulation Department

Date: 12/21/95

Permit Number: 4012579.00,.01

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT Received MAY 31 1995 R.R.-VENICE

WORKSHOP, December 21, 1995
AGENDA ITEM # B-3

Agenda Item:	Report on Joan M. Durante Park, Phase III
Presenter:	Town Manager, Architectural Consultants Bill Maddox and Dave Johnston, Staff
Summary:	Consultants have prepared a Master Plan and cost estimates for completion of the park.
Attachments:	12-15-95 Memo, Town Manager to Town Commission
Recommended Action:	

initials

Date (Month, day, year)

M E M O R A N D U M

DATE: 12-05-95

TO: Griff Roberts, Town Manager

FROM: Len Smally, Director of Public Works

SUBJECT: Cost of Swans at Durante Park

The following would be the cost of placing Swans at the Durante Park Lake:

Capital Cost:	Swans	$1,000.00
	Swan feeder	$80.00
	Fence for Swan Area	$1,600.00
		$2,680.00

Annual maintenance cost:

1/2 hour of labor time to feed Swans in the morning and close up food at night.

Labor	$7.50 x 365	=	$2,922.70
Food	$5.00 x 52	=	$260.00
			$3,182.70

Although they cannot fly, there is no guarantee that the swans will stay. Also they may be molested by racoons, dogs or children.

DATE: November 10, 1995

TO: Mr. Bill Maddox
Maddox & Associates
1266 First Street, Suite 13
Sarasota, Florida 34236

FROM: David W. Johnston Associates
Landscape Architects & Planners

RE: **PROPOSAL OF SERVICES AND FEES**
Durante Park, Longboat Key, Florida

I. General:

A. Scope: Services and fees as described herein are for Landscape Architectural services at Durante Park, Longboat Key, Florida.

B. Intent: This proposal shall act as a contract for services and fees when authorized signatures of Maddox & Associates and David W. Johnston Associates, are affixed.

II. PROFESSIONAL SERVICES

A. Concept Plan: The Landscape Architect shall prepare a master concept plan depicting design solutions for planting concepts, lighting, signage, decorative grading, and pedestrian circulation. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Client prior to preparation of working drawings.

B. Botanical Garden: As a part of the planning process for the establishment of a Botanical Garden, an administrative Steering Committee for long and short term goal setting is required. The Landscape Architect will assist the Town of Longboat Key in selecting members for the establishment of such a committee. Once the Committee is established and has met to consider the Botanical Garden, the Landscape Architect will prepare Design Schematics for the first phase Botanical Garden. This garden will consist of not more than 1.5 acres total area.

C. Working Drawings:

1. Planting plans shall name, size and quantify all plantings proposed for the various aspects of the projects, including the first phase Botanical Garden in II B above.

LANDRY & ESBER
130 N. TAMIAMI TRAIL, SUITE 301
SARASOTA, FL 34236
PHONE: (813) 955-6004
FAX: (813) 955-7501

TRANSMITTAL LETTER

PROJECT NAME: DURANTE PARK

PROJECT NO: B00504

TO: TOWN OF LONGBOAT KEY

DATE: 12/18/95

If enclosures are not as noted, please inform us immediately - (813) 955-6004

ATTN: LEN SMALLY

WE ARE SENDING YOU:

☐ Attached

☐ In accordance with your request

☐ Under separate cover via _____

THE FOLLOWING:

☐ Plans

☐ Mylars/Sepias

☐ Correspondence

☐ Disk

☐ Specifications

☐ Change Order

☐ Shop Drawings

☐ See Below

FOR YOUR:

☐ Approval

☐ Use

☐ Record

☐ Signature

☐ Review and comment

☐ Distribution to parties

☐ Information

☐

Copies	Date	Rev. #	Description
2			SITE PLAN - SHEET C-3

REMARKS:

SIGNED: W B Houghton

COPY TO:

WORKSHOP, December 21, 1995
AGENDA ITEM # B-3

Agenda Item:	Report on Joan M. Durante Park Community Park Phase III
Presenter:	Town Manager and Staff, Architectural Consultants Bill Maddox and Dave Johnston
Summary:	Consultants have prepared a Master Plan and cost estimates for completion of the park.
Attachments:	12-15-95 Memo, Town Manager to Town Commission
Recommended Action:	Take under advisement until future reports/presentations are made for further consideration.

GHR/las/cq
12-15-95

M E M O R A N D U M

DATE: 12-05-95

TO: Griff Roberts, Town Manager

FROM: Len Smally, Director of Public Works

SUBJECT: Cost of Swans at Durante Park

The following would be the cost of placing Swans at the Durante Park Lake:

Capital Cost:	Swans	$1,000.00
	Swan feeder	$80.00
	Fence for Swan Area	$1,600.00
		$2,680.00

Annual maintenance cost:

1/2 hour of labor time to feed Swans in the morning and close up food at night.

Labor	$7.50 x 365	=	$2,922.70
Food	$5.00 x 52	=	$260.00
			$3,182.70

Although they cannot fly, there is no guarantee that the swans will stay. Also they may be molested by racoons, dogs or children.

PHASE 3 BUDGET

JOAN M DURANTE COMMUNITY PARK

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	
PHASE 3A						
A.1	MASTER PLANNING		LS		$8,530.00	
A.2	WEST ENTRANCE ENHANCEMENT		LS		$8,000.00	
A.3	CONSTRUCTION DOCUMENTS/PERMITTING		LS		$39,770.00	
A.4	PLANTING OF WEST TRACTS A, B, C		LS		$42,000.00	
A.5	POND ENHANCEMENTS					
A.5.1	Perimeter planting		LS		$2,000.00	
A.5.2	Pond stabilization		LS		$1,000.00	
A.6	PATHS/BOARDWALKS/WATERVIEW OVERLOOK					
A.6.1	Shell paths	750	LF	$7.00	$5,250.00	
A.6.2	Boardwalks	225	LF	$100.00	$22,500.00	
A.6.3	Waterview overlook	375	SF	$50.00	$18,750.00	
A.7	GAZEBO		LS		$8,000.00	
A.8	MASTER TREE PLANTING		LS		$20,000.00	
A.9	PLANTING OF EAST TRACTS E, F, G, I, J, K		LS		$18,000.00	
A.10	SITE FURNISHINGS		LS		$8,000.00	
A.11	SECURITY FENCING @ END OF GULF BAY ROAD	150	LS	$33.00	$4,950.00	
	SUBTOTAL					$206,750.00
PHASE 3B						
B.1	MARSH RESTORATION (TRACT L)					
B.1.1	Excavation		LS		$6,000.00	
B.1.2	Replanting		LS		$5,000.00	
B.2	PATHS/BOARDWALKS					
B.2.1	Shell paths	600	LF	$7.00	$4,200.00	
B.2.2	Boardwalks	450	LF	$100.00	$45,000.00	
B.3	NURSERY SHADE HOUSE		LS		$8,000.00	
	SUBTOTAL					$68,200.00
	TOTAL FOR PHASES 3A & 3B					$274,950.00
FUTURE WORK						
PHASE 3C						
C.1	PLANTING OF NORTH TRACTS D & H		LS		$30,000.00	
C.2	PATHS/BOARDWALKS					
C.2.1	Shell paths	960	LF	$7.00	$6,720.00	
C.2.2	Boardwalks	200	LF	$100.00	$20,000.00	
	SUBTOTAL					$56,720.00

TRACT LEGEND	
A	SCENT & ORNAMENTALS GARDEN
B	SCENT & ORNAMENTALS GARDEN
C	WETLAND RESTORATION
D	FLOWERING/FRUIT TREE ARBORETUM
E	LAWN
F	NATIVE GRASSES/WILDFLOWER MEADOW
G	WETLAND RESTORATION
H	EXISTING EXOTIC TREE CANOPY
I	BUFFER PLANTING & ORNAMENTALS GARDEN
J	ORNAMENTALS GARDEN
K	WETLAND RESTORATION
L	HIGH MARSH WETLAND RESTORATION

Post-it® Fax Note 7671 | Date 12/15 | # of pages ▶ 1

To LEA SMALLEY | From BILL MADDOX

Co./Dept. | Co.

Phone # | Phone #

Fax # 387-7016 | Fax #

OH OK
2ND & 3RD
ITEMS

MADDOX & ASSOCIATES
ARCHITECTS

December 7, 1995
Invoice Number 15
Project 93012.00

TOWN OF LONGBOAT KEY
501 Bay Isles Rd.
Longboat Key, FL 34228

RECEIVED
DEC 13 [illegible]
PUBLIC WORKS DEPT.

For: ARCHITECT CONSULTATION
General

Professional Services: December 1, 1995 through December 31, 1995

	Hours	Rate	Amount	
PROFESSIONAL PERSONNEL				
MADDOX, WILLIAM	13.9	70.00	973.00	
Space Assessment				
Total Labor	13.9		973.00	973.00
REIMBURSABLE EXPENSES				
Reproductions				
11/30 dwja Landscape Archi			6.31	
Revised Sign Elevation Color Xeroxes				
Total Reimbursables	1.100	times	6.31	6.94
CONSULTANTS				
Landscape Consultant				
11/30 dwja Landscape Architect			370.00	
Revised Sign Elevation - Durante Park				
Total Consultants	1.200	times	370.00	444.00

TOTAL THIS INVOICE 1,423.94

Approved by William E. Maddox
William E. Maddox - Principal

RECEIVED
DEC 11 1995
TOWN MANAGER

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

FAX COVER LETTER

Date: 12/6/95

Please deliver the following pages to:

Name CARMEN / LEE

Firm Public Works

City Longboat Key

FAX #: 387-7016

12/8/95 Maddox advises there are some outstanding items. He will call Huffer today to go over them. Not being released for pmt yet.

CJ

From:

Name John Huffer

Telephone No. 941-756-1871

FAX #: 941-755-1379

Total number of pages including cover page 4.

If you do not receive all the pages, or if they are not legible, please call.

Comments:

Copy of Final Request for Duncante Park. This was delivered to Maddox on 11/2/95

What is the status of this?

Thanks

JH

P.02
FAX NO. 9417551379
WOODRUFF
DEC-08-95 FRI 10:51

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 3 PAGES

TO (OWNER): TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

PROJECT: JOAN M. DURANTE
COMMUNITY PARK

APPLICATION NO: Five/Final
PERIOD TO: 10/30/95

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): WOODRUFF & SONS, INC.
P. O. Box 10127
Bradenton, FL 34282-0127

VIA (ARCHITECT): MADDOX + ASSOCIATES
1766 First Street
Sarasota, FL 34236

ARCHITECT'S PROJECT NO: 93012

CONTRACT FOR: Site Work/Landscape/Irrigation/Welcome Center

CONTRACT DATE: 12/09/94

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	02/01/95	771.02	
2	03/95	6,256.60	
3	03/02/95	16,872.49	
4	03/02/95	1,027.56	
5	03/30/95		8,034.80
TOTALS		26,927.67	8,034.80
Net change by Change Orders		18,892.87	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WOODRUFF & SONS, INC.

By: Donald E. Woodruff Date: 11/02/95
Donald E. Woodruff, Vice President

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	323,768.79
2. Net change by Change Orders	$	18,892.87
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	342,661.66
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	342,661.66
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	342,661.66
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	334,095.12
8. CURRENT PAYMENT DUE	$	8,566.54
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	0.00

State of: FLORIDA County of: MANATEE
Subscribed and sworn to before me this 2nd day of November 19 95
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ _____
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By _____ Date _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Five/Final
APPLICATION DATE: 11/02/95
PERIOD TO: 10/30/95
ARCHITECT'S PROJECT NO: 93012

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.	Mobilize	10,108.65	10,108.65	0.00	0.00	10,108.65	100%	0.00	0.00
2.	Layout	12,600.00	12,600.00	0.00	0.00	12,600.00	100%	0.00	0.00
3.	Earthwork, Grading Excavation, Testing	47,460.00	47,460.00	0.00	0.00	47,460.00	100%	0.00	0.00
4.	Control Structure	865.00	865.00	0.00	0.00	865.00	100%	0.00	0.00
5.	Outlet Structure	590.00	590.00	0.00	0.00	590.00	100%	0.00	0.00
6.	12" Outfall	6,600.00	6,600.00	0.00	0.00	6,600.00	100%	0.00	0.00
7.	Littoral Planting	5,602.74	5,602.74	0.00	0.00	5,602.74	100%	0.00	0.00
8.	Paved Entry Drive	8,221.50	8,221.50	0.00	0.00	8,221.50	100%	0.00	0.00
9.	Shell Roadway	20,560.00	20,560.00	0.00	0.00	20,560.00	100%	0.00	0.00
10.	Wheel Stops	480.00	480.00	0.00	0.00	480.00	100%	0.00	0.00
11.	Shell Walkway	10,725.00	10,725.00	0.00	0.00	10,725.00	100%	0.00	0.00
12.	Shell Aggregate Walkway	2,252.25	2,252.25	0.00	0.00	2,252.25	100%	0.00	0.00
13.	Edge Curb	1,125.00	1,125.00	0.00	0.00	1,125.00	100%	0.00	0.00
14.	Picnic Tables	3,840.00	3,840.00	0.00	0.00	3,840.00	100%	0.00	0.00
15.	Benches	3,375.00	3,375.00	0.00	0.00	3,375.00	100%	0.00	0.00
16.	Trash Receptacles	3,030.00	3,030.00	0.00	0.00	3,030.00	100%	0.00	0.00
17.	Bicycle Racks	1,390.00	1,390.00	0.00	0.00	1,390.00	100%	0.00	0.00
18.	Drinking Fountains	2,300.00	2,300.00	0.00	0.00	2,300.00	100%	0.00	0.00
	PAGE TOTAL	141,125.14	141,125.14	0.00	0.00	141,125.14	100%	0.00	0.00

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 3 OF 3 PAGES

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Five/Final
APPLICATION DATE: 11/02/95
PERIOD TO: 10/30/95
ARCHITECT'S PROJECT NO: 93012

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE
19.	1" Water Service	1,785.00	1,785.00	0.00	0.00	1,785.00	100	0.00	0.00
20.	Irrigation	42,539.20	42,539.20	0.00	0.00	42,539.20	100	0.00	0.00
21.	Landscape	51,619.45	51,619.45	0.00	0.00	51,619.45	100	0.00	0.00
22.	Welcome Center	84,200.00	84,200.00	0.00	0.00	84,200.00	100	0.00	0.00
23.	Gates	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
	CHANGE ORDER NO. 1:								
	Aluminum Railing	771.02	771.02	0.00	0.00	771.02	100	0.00	0.00
	CHANGE ORDER NO. 2:								
	Floating Fountain	8,256.60	8,256.60	0.00	0.00	8,256.60	100	0.00	0.00
	CHANGE ORDER NO. 3:								
	Buffer Landscape	16,872.49	16,872.49	0.00	0.00	16,872.49	100	0.00	0.00
	CHANGE ORDER NO. 4:								
	Add Shell Aggregate	1,027.56	1,027.56	0.00	0.00	1,027.56	100	0.00	0.00
	CHANGE ORDER NO. 5								
	Delete Shutters	(8,034.80)	0.00	(8,034.80)	0.00	(8,034.80)	100	0.00	0.00
	PAGE TOTAL	201,536.52	201,536.52	0.00	0.00	201,536.52		0.00	0.00
	GRAND TOTAL	342,661.66	342,661.66	0.00	0.00	342,661.66	100	0.00	0.00

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • AIA® • 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

M E M O R A N D U M

DATE: 11-03-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: HEAD COUNTS FOR DURANTE PARK

We have investigated various ways for head counts to be taken to document usage of Durante Park. We contacted 8 different companies and received a variety of responses which included buying or renting equipment.

There are several possibilities.

1. Since the park is open during daylight hours volunteers could be utilitized to count.

2. Sign-in sheets could be established at the walkways and parking lot (at building). People could sign-in on a voluntary basis.

3. Video equipment could be leased for (+/-) $750 for 30 days or $1400 for 60 days. A sample usage report is attached.

4. We could purchase the equipment and install it for (+/-) $2500. There may be other occasions for which the Town could utilize the equipment.

/cmg

Example of the Final Report:

Durante Park Usage Report
by Videowatch

DATE	TIME	PEDESTRIANS	AUTOS	BICYCLISTS	WEATHER
12/01/95	7:00-11:00	X	X	X	X
	11:00-3:00	X	X	X	X
	3:00-7:00	X	X	X	X
day total		X	X	X	X
12/01/95					
12/03/95					
12/04/95					
12/05/95					
12/06/95					
12/07/95					
week total					
month total					

Please call Videowatch with any questions, 941-745-3103. Thank you for this opportunity, and I look forward to working with you in the future.

Sincerely,

John M. Della Costa, Jr.
President

M E M O R A N D U M

DATE: 10-26-95

TO: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

FROM: CARMEN GUSTIN, ADMINISTRATIVE SECRETARY

SUBJECT: HEAD COUNTS FOR DURANTE PARK

I have contacted 7 security companies and Erdman Video on the east coast about obtaining a count of people/vehicles entering Durante Park.

Four firms could offer no reply as they deal with commercial alarms only. AFC Systems Inc. was unresponsive, offering only that it would be very expensive to buy the equipment necessary for just this one job.

Videowatch, Inc. of Bradenton quotes a 30 day lease for $750 and a 60 day lease for $1380. Mr. Della Costa came out and looked at the area. His proposal is attached.

Allguard Alarms (Dictograph Security Systems) proposal entails the Town buying the equipment. Cost $2500 (ballpark). See Mr. Colavito's fax attached.

Erdman Video (via phone) advised they would use a tape/camera combination; they would have to purchase the special equipment; our cost (ballpark) $3,000 - $4,000 for 30 or 60 days (extra month did not have that much impact on cost). Rusty Erdman suggested we try to get someone from our coast area which might reduce the price signicantly.

/cmg

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/cmg

Could Proposal
include a Column for
Bicycles or example

11/1 Revised copy attached

VIDEOWATCH INC
306 42nd St West
Bradenton, FL 34209

Longboat Key
Department of Public Works
600 General Harris
Longboat Key, FL 34228

October 24, 1995

Dear Ms Gustin

Thank you for choosing Videowatch The following proposal has been submitted to Longboat Key for the purpose of determining the pedestrian and vehicle traffic flow entering Durante Park during a 30 or 60 day period It is our recommendation that a video monitoring system be used to record this data Other electronic devices (such as electronic eyes) are not as accurate Furthermore, these devices easily obtain false readings from inclement weather, direction of traffic flow, and also suffer from many logistical problems By gathering this information by video, our system will

1. Determine peak times, daily and weekly
2. Distinguish between automobiles, bicycles, and pedestrians
3. Recognize weather conditions
4. Greatly reduce the margin of error found when using other electronic devices

This proposal includes

1. The installation of video equipment at the pump station located on the south side of the park, which will view the driveway and paths leading into the park, from dawn to dusk
2. A short term lease of either 30 or 60 days
3. The option for Longboat Key to contract Videowatch for the collection and final analysis of the data recorded in report form

a	30 Day Equipment Lease	$390 32	total for lease only
	30 Day Data Retrieval	$360 00	approximately 15 tape changes
	Analysis and Report	NO CHG.	
	TOTAL	$750.32	total for all services
b.	60 Day Equipment Lease	$780.64	total for lease only
	60 Day Data Retrieval	$600 00	approximately 30 tape changes
	Analysis and Report	NO CHG.	
	TOTAL	$1380.64	total for all services

- 50% payment is due upon installation
- please add tax if applicable
- due to unforeseen outdoor environmental conditions and possible vandalism a signed damage waiver is required

Post-It ™ brand fax transmittal memo 7671	# of pages ▸
To Carmen Gustin	From John Della Costa
Co LONG BOAT KEY	Co. Videowatch
Dept Public Works	Phone # 745-3103
Fax # 387-7016	Fax # OUT OF SERVICE

ATTN:

CARMEN

GUSTIN

Example of the Final Report

Durante Park Usage Report
by Videowatch

DATE	TIME	PEDESTRIANS	AUTOS	BICYCLISTS	WEATHER
12/01/95	7:00-11:00	X	X	X	X
	11:00-3:00	X	X	X	X
	3:00-7:00	X	X	X	X
day total		X	X	X	X
12/01/95					
12/03/95					
12/04/95					
12/05/95					
12/06/95					
12/07/95					
week total					
month total					

Please call Videowatch with any questions, 941-745-3103. Thank you for this opportunity, and I look forward to working with you in the future.

Sincerely,

John M. Della Costa, Jr.
President

Dictograph
SECURITY SYSTEMS — We Protect Lives and Property
Contractors Lic. # EF [illegible]

FOR TRANSMITTAL MESSAGE

FROM: TONY COLAVITO DATE: 10/19/95
TO: L.B.K PUBLIC WORKS
ATTENTION: CARMEN
CALLED FOR NUMBER: 387-7016
TOTAL NUMBER OF PAGES (INCLUDING THIS PAGE): 1
MESSAGE: "BEST GUESS" PROPOSAL TO COUNT VEHICLES & PEOPLE ENTERING DRIVE & 2 FOOT PATHS
CONTROL PANEL W/ POWER SUPPLY (LOW VOLTAGE)
1/ DRIVE-WAY VEHICLE DETECTOR - 2/ OUTDOOR BEAMS
1/ COUNTER - INSTALLATION

INVESTMENT:
$ 2500.-



ALLGUARD ALARMS SARASOTA, INC.

M E M O R A N D U M

DATE: 10-09-95

TO: Len Smally, Director of Public Works

FROM: Griff Roberts, Town Manager

SUBJECT: Re: Head Counts for Durante Park

Pursuant to recent inquiries by the Town Commission, please investigate means by which head counts could be taken of those entering Durante Park on a daily basis so that we can determine the amount of public use of the park.

Perhaps some type of electronic counter could be rented and installed for use at the park for a period of time in order to make this evaluation.

Please advise.

GHR/ala

RECEIVED
OCT 11 1995
PUBLIC WORKS DEPT

Tony Montagnani

10/17 Jerry weaver
automatic
(Sun Nbr / Sun set)
fixed 200' of conversion
hon. long. 1 mos. 2 mos.
fasting pan & tile
point house ball park
A

Prince
525
channel
next door
389-8148

LLC 55 V Fl.

Brown Van Rusty 331-8511
531-55 12

TONY

CCS so
end.

Erdman Rusty
Hide 305-531-5511

Rusty Erdman 531-8511 305

can
~~will~~ also be
purchase.
call him either
way decision goes
so he's not left
hanging.

Post-it brand fax transmittal memo [illegible] # of pages > 2

To Carmen Gustin	From John DellaCosta
Co Public Works	Co Videowatch
Dept Long Boat Key	Phone # 745-3103
Fax # 387-1016	Fax # N/A

Example of the Final Report

Durante Park Usage Report
by Videowatch

DATE	TIME	PEDESTRIANS	AUTOS	WEATHER
12/01/95	7 00-11 00	X	X	X
	11 00-3 00	X	X	X
	3 00-7 00	X	X	X
day total		X	X	X
12/01/95				
12/03/95				
12/04/95				
12/05/95				
12/06/95				
12/07/95				
week total				
month total				

Please call Videowatch with any questions, 941-745-3103 Thank you for this opportunity, and I look forward to working with you in the future

Sincerely,

John M Della Costa, Jr
President

10/18

Safeguard Security Systems

365-0495 Jim (~~WCB~~)

will fax

Allguard Alarms will fax

355-1780 sensor on gate?

Tony for cars. +

2 paths

foot.

gates ~~[illegible]~~ cars - dirns in ground 2500.00

beams at foot path purchase only

w/clicker digging + trenching

~~924 9482~~

~~2 days ago.~~

~~Alleged Imagine~~

~~trim & [illegible]~~

~~at Rec Lists~~

Scott Security Systems
377-7222
Joe Landolfi. WCB

Avante Systems
922-6868 WCB

A.F.C ~~systems Inc~~ must purchase
951-6108 Rick

WESTEC SECURITY
366-9666 Commercial alarms only

Video Watch: ~~will~~ look at
monday Tues then call back.

WORKSHOP NOVEMBER 16, 1995
AGENDA ITEM #

Agenda Item:	Durante Park - Phase III.
Presenter:	Town Manager, William Maddox, Staff.
Summary:	William Maddox has submitted a proposal for Design, Permitting, Bid and Construction Services for Phase III, kiosk, botanical garden, paths, boardwalks, dock and footbridge in the amount of $48,600.
Attachments:	Memo, Smally to Roberts, dated 11/09/95. Proposal by Maddox.
Recommended Action:	Approval of Maddox's proposal at Regular Meeting of December 4, 1995.

LAS:cmg
11/10/95

M E M O R A N D U M

DATE: 11-09-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK - PHASE 3
PROPOSAL FOR PROFESSIONAL SERVICES

Attached is a proposal for $48,600 from Maddox & Associates for Professional Services for Phase 3. Phase 3 includes the completion of the paths and boardwalks throughout the park. Also included are the foot bridge and dock in the canal at the end of Gulf Bay Road as well as the kiosk and nursery shadehouse. A botanical garden, from GMD to the pavillion, will be constructed.

The proposal is for Design, Permitting, Bid and Construction Services. The breakdown is as follows:

Maddox, Architect	-	$12,600
Landry & Esber, Engineers	-	$19,700
David Johnston, Landscape Architect	-	$12,000
Reimbursables	-	$ 4,000
SWFWMD Permit	-	$ 300
		$48,600

I find the scope of services and prices to be reasonable. I recommend approval of the proposal.

/cmg

III. Town Attorney Comments

1. Durante Park Designation

Mr. Persson said he wished to confirm that the Town Commission had directed him to check on the status of the north part of Durante Park and the process necessary to change its designation. **There was consensus that the Town Attorney proceed with this.**

IV. Town Manager Comments

1. Community Gardens - Update

Mr. Roberts stated that from a preliminary report it appeared that community gardens would not be appropriate use for property zoned as "Open Space", such as the Durante Park area; however, this could be done in properties zoned as "Residential", with special exception uses and site plan approval as defined by the Town Code. He said he had asked Town staff to prepare a report that would indicate a way to simplify the process if the zoning had to be changed, etc. Commissioner Green stated he had requested that the gardens be located in the portion of the south Ansel property zoned as "Residential"; he said a provision in the Town Code provided that any 10-acre site zoned "Residential" could be used as a park or for recreational purposes with a special exception. Mr. Persson stated he would have to research whether property purchased with "Open Space" funding would affect the use of that property as a community garden as opposed to tennis courts. Mr. Roberts indicated a final report would be provided at a later date.

2. Driveway Delineations at 7-11/Albritton Plaza (4016 GMD)

Mr. Roberts referred to a letter from Barry Wilson, of Post, Buckley, Schuh & Jernigan, Inc., which offered four options for resolving a potential driveway delineation at 7-11/Albritton Plaza: 1) installation of a selection of low growing vegetation; 2) installation of Type B or D curbing around the perimeter of the newly created grassed islands; 3) installation of one amber and one green delineator on each side of each driveway to mark the openings; 4) installation of white post delineators around the roadside perimeter of the islands. He stated that since the white posts were rather unsightly he had suggested the first option of vegetation along with some reflectors; if that did not work, other options could be considered. Commissioner Green suggested the low yard lights be used. Mr. Roberts responded electricity would add costs to the project. **There was consensus to proceed with Option 1.**

3. Distribution of Partial Workshop Agendas for 12-95 and 1-96

Mr. Roberts distributed partial agendas for the December and January Regular Workshops; he said these reflected items for which the Commission had been anxious to receive reports. The target dates were shown as follows: 1) 12-95 Workshop - Facilities Master Plan, Review of Fire Station Bids, Study for Possible Use of Golf Carts; 2) 1-96 Workshop - Tennis Courts Report, Discussion of Recreation Center Program, Report on Communications Committee Status.

It was agreed that the Rec Center discussion was to be moved to the 12-95 Regular Workshop and, if necessary, the golf cart study could be delayed until the 1-96 Regular Workshop.

this type of structure.

Mayor Patterson stated he was against the entire concept; the Town Manager could select a a task force to be assigned specific responsibilities, if he chose to do so.

Vice-Mayor Drohlich suggested the Town Manager prepare a report with his recommendations for the parks, such as how they should be operated, who should operate them, and the policy under which they would be operated.

Commissioner Farber stated it was very important to have citizen input and a continuum of creativity regarding the best way to utilize the park facilities; the resolution would establish an advisory committee to provide input on how to best use the parks.

There was consensus for the Town Manager to draft policies for the operations of Quick Point Nature Preserve, Joan M. Durante Park, and Overlook Park (not including Bayfront Park) for a report to the Commission within 90 days.

2. Proposal for Phase III of Joan M. Durante Community Park Development

William Maddox, architect with Maddox & Associates, stated Phase II covered the western half of Durante Park; the primary focus of Phase III was on the eastern portion of the property including the continuation of the nature walk, the boardwalk and the shell path towards the bayfront as it meandered through the various ecosystems and looped around to a small dock at the bayfront, and a foot bridge over the canal at Gulf Bay Road. He said the proposal included a small kiosk (a covered sitting area) closer to the bayfront to provide a place for people to rest. He stated another major component would be implementation of the botanical gardens to be located in different areas of the park; they would be planted periodically. He requested that an administrative steering committee be established to operate strictly on a technical basis regarding the plantings in the botanical gardens.

Dave Johnston, Landscape Architect, confirmed that an ongoing steering committee should be appointed to help guide the development of the Park over the long-term future. He said that without proper guidance and maintenance over the long term, gardens tended to fall into disarray; often the investment was lost if the gardens did not receive adequate care. He cited Selby Gardens as being not only beautiful but also educational and a real asset to the area; however, it took broad-based community support to maintain over a long period of time.

Mayor Patterson asked for clarification regarding the fee of $12,000 shown for designing the Park; he asked if this were not adequate to cover the project. Mr. Johnston responded that a steering committee would just be setting direction for the Park and the botanical efforts of the themes and programs (such as butterfly gardens, herb gardens, and a wide variety of themes) to stay within the native environment of Longboat Key; they could follow those guidelines. Mr.

Maddox stated Mr. Johnston was very capable and able to design a botanical garden but it was important to think of the future goals of the Park.

Mr. Roberts reported that the steering committee was clearly spelled out in the proposal, and if the Town Commission supported it the committee would be established.

Commissioner Green stated that before the landscaping had been completed on GMD, it was determined the maintenance would cost $80,000 annually; this was a responsibility of the Town in perpetuity. As to the Park, he said the Town Commission would need to determine the kinds of plants to be placed so the costs of the maintenance could be budgeted annually. Mr. Johnston stated these decisions would have to be made annually in order to maintain its beauty; as the Park evolved emphases could change and the steering committee would provide the opportunity for the Town to stay current with the desires of the community. Mayor Patterson noted that the annual operating cost at $50,000 was of some concern.

Mr. Roberts indicated he would speak with Mr. Johnston further about the committee since it was in the proposal, but it seemed to be causing some confusion with the Commission.

Vice-Mayor Drohlich stated he thought the Commission would receive a layout for the entire Park, rather than see parts of it on a "piecemeal" basis, so the Town would know the budget for the years ahead. He said it appeared the $12,000 was only for 1-1/2 acres and the proposed figure of $48,600 was not the bottom line, as this did not include the plantings. He suggested consideration be given to the location of the proposed community cultural center at the east side of the Park, before planting the gardens; this would eventually create more usage of the Park. Further, he questioned whether the botanical gardens would increase the usage to justify that type of expense. He asked if land zoned as "Open Space" could be exchanged for property equal to or exceeding the size being exchanged. Mr. Persson responded it could; however, he said it would have to be determined whether deed restrictions existed on that property to limit its use.

Mr. Johnston reported that a master plan concept in a "bubble diagram" form would be provided. Vice-Mayor Drohlich asked if the budget would also be included. Mr. Johnson responded affirmatively; the costs would be detailed step by step including the cost of maintenance.

Mr. Roberts stated that when Durante Park was planned for this land it was zoned as "Open Space", since no thought had ever been given to the possibility of using it for a cultural center. Vice-Mayor Drohlich responded that now that the Town was aware of the grant for a cultural center, it could make the Park even a better place for community involvement.

Commissioner Farber stated it was his understanding that Maddox & Assoc. was charged with development of Durante Community Park to

completion and had expected to be given a master plan on this date; there had been no mention of a steering Committee during Phases I and II. He said it had been seven months since the completion of Phase II and it would take another 180 days to complete Phase III. Mr. Maddox responded that his firm had been hired initially to complete only Phases I and II and a site plan for the entire property on which Phase III was proposed to be implemented under this contract. He reported the proposal for Phase III was submitted to the Town in August 1995. Mr. Roberts reminded that the meeting schedules had been very heavy since that date, so this had been the first opportunity to place this on an agenda; it was a matter of priorities.

Commissioner Farber asked if the contract for Phase III were executed in the amount of $48,600, would the documents be completed to execute Phase III, other than the material and labor. Mr. Maddox stated Phase III did not include the development of the entire acreage of eight acres, only 1) the master plan for the entire acreage as botanical gardens plus 2) the specific design for the development of 1-1/2 acres for one of the botanical gardens. He stated he could provide the master plan and related costs as a first step to help the Town Commission understand the plans before continuing; that portion would be completed within 30 days. (Len Smally, Director of Public Works, confirmed that the total acreage was 15 acres, of which about seven acres were developed.) Commissioner Farber asked if cost estimates and various options would be included. Mr. Maddox responded affirmatively. He said he would not go forward with construction drawings or anything else until the Town Commission had approved the master plan. He advised that jurisdictional areas must remain undisturbed.

Commissioner Green asked that this hypothesis be considered: that nothing be done until the eastern portion of the Park could be rezoned for construction of the cultural center; sources for funding the center could be the bequest from Leslie Weller, the remainder of the grant from Mr. Durante, the sale of the current Longboat Key Art Center, and the sale of the old North Fire Station; the future maintenance could be handled by the Art Center and the Town would save $75,000 in maintenance costs; the cultural center would be beautiful, Mr. Durante would have an enclosed building for the display of the portrait of Joan M. Durante, and Mr. Weller's bequest of matching private funds would be met. He said it was totally different from anything done previously but the Town Commission should think about it.

Mr. Maddox reported the schedule for completion of the Phase III contract process was: master plan - 30 days; drawings for Southwest Florida Water Management District approval - 2-1/2 weeks; permitting process - up to four months; if the permit were completed in two months, it would take four months to completion of the process. Mr. Roberts stated the procurement process could take an additional 60-90 days; staff would try to have that completed concurrent with the permitting process.

Mayor Patterson asked if the contract could be amended so that Mr. Durante's donations would coincide with the construction. Mr. Persson

stated that the procedure had been discussed at the time the agreement was initiated and the process of establishing a charitable trust took longer than it was anticipated the project would take. He offered to revisit the terms of the agreement; however, the Town was bound by the State bidding procedures, so the various phases could not be completed any faster as long as the Town owned the property. Mr. Roberts commented that the discussion was beneficial in that the required bidding process was something the Town had to deal with all the time; it was like "going through a maze" to follow the procedures including the consideration and permission of construction on sensitive lands. Mr. Maddox advised that the master plan and the estimate of costs could be provided within 30 days.

Commissioner Gotthainer reminded that State permitting would be based on the master plan. **There was consensus to forward authorization for that portion of the contract at the Special Meeting on this date following this Workshop.**

Recess was called at 2:40 P.M.; the Workshop reconvened at 2:50 P.M.

3. Architect's Renderings for Permanent Joan M. Durante Community Park Sign

Mr. Roberts reported staff had been considering a sign that would be suitable and permanent for all Town parks; in discussion with Mr. Durante, he had indicated he would like a sign such as those located at the north and south ends of Longboat Key. He distributed a rendering of a proposed sign design along with a sample slab of keystone that was compatible with the pilings installed at the Durante Park. He stated it was thought this kind of theme should be carried forward for signs for all Town parks including the Rec Center. He reported the staff prepared cost estimates for materials at about $4,000 (per sign), so that would be the cost if the Town Public Works staff constructed the sign. Mayor Patterson asked if the sign would be placed perpendicular or parallel to GMD. Mr. Roberts responded that the decision had not been made whether the sign would be double-faced or single-faced, but he would recommend a double-faced sign so it could be seen from either direction. He reported that when the original Durante Park sign had been placed facing GMD, the Town immediately received complaints from property owners across the street from the Park, so the sign had been turned. Vice-Mayor Drohlich suggested the sign be lighted because as many people drove on GMD at night as during the day; the Town wanted people to use the Park, the electricity had been installed for the flag, and lighting would enhance the value of the sign. Commissioner Green asked that border space be allowed surrounding the lettering.

Mr. Durante requested the sign be placed as close to GMD as possible.

Mr. Smally said the sign could be constructed in about a month.

There was consensus to approve the construction of a double-sided illuminated permanent sign at Durante Park.

4. Report on Cost Estimates for Maintenance of Town Parks

Mr. Roberts provided a maintenance cost report on Town parks in

Professional Services Supplement

AIA Document G604 - *Electronic Format*

In accordance with the **AGREEMENT** dated: August 6, 1992

BETWEEN:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

and:

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

for the Project: 93012.03
(Insert Project name and address as it appears in the Agreement.)
Public Safety Complex
Longboat Key, FL

[X] authorization is (requested) (given)
(strike one)

[X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[X] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS: Provide design of master concept plan for Joan M. Durante Community Park - Phase 3 according to the attached scope of work.

The following adjustments shall be made to compensation and time.
Compensation:
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)
Maddox & Associates - Two Thousand Seven Hundred Thirty Dollars ($2,730.00).
Landry & Esber - One Thousand Dollars ($1,000).
David W. Johnston Associates - Three Thousand Eight Hundred Dollars ($3,800.00).
Reimbursable Expenses - Four Thousand Dollars ($1,000.00).

$8530

Time:
(Insert provisions covering time of commencement and completion of authorized services as applicable.)
Work shall commence upon approval of this Professional Services Authorization. Design shall be completed [redacted] by ~~thirty (30) days~~ Dec 15.

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Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

_____
(Signature)

William E. Maddox, AIA
President
(Printed name and title)

_____
(Date)

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

_____
(Signature)

Griff Roberts
Town Manager
(Printed name and title)

_____
(Date)

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JOAN M. DURANTE COMMUNITY PARK
PHASE III

General

The scope of work outlined in the following pages is based on the Site Development Plan prepared and submitted by Landry & Esber Engineers - Surveyors dated 6/11/94 and approved by the Town of Longboat Key Commission.

ARCHITECTURE
BY
MADDOX & ASSOCIATES ARCHITECTS, P.A.

Design

Services:

The Architect shall coordinate the preparation of a master concept plan depicting design solutions for planting concepts, landscape, drainage, decorative grading for the shade house, buffers, path, boardwalks, footbridge, docks, kiosk and related improvements which are consistent with the approved site plan. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Owner prior to preparation of working drawings.

Meetings Included:

The Architect shall attend meetings, as necessary, with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters.

CIVIL ENGINEERING
BY
LANDRY & ESBER

Design

Services Provided:

PROFESSIONAL shall assist ARCHITECT and LANDSCAPE ARCHITECT in the development of a master concept plan based upon the site plan approved by the Town of Longboat Key.

Meetings Included:

1. Meetings, as required, to discuss the project's concepts.

LANDSCAPE ARCHITECTURE
BY
DAVID W. JOHNSTON ASSOCIATES

Concept Plan

Services:

The Landscape Architect shall prepare a master concept plan depicting design solutions for planting concepts, lighting, signage, decorative grading, and pedestrian circulation. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Client prior to preparation of working drawings.

Meetings Included:

The Landscape Architect shall attend meetings, as necessary, with the Architect and representatives of the Town of Longboat Key to review drawings or to address project matters.

Botanical Gardens

Services:

As a part of the planning process for the establishment of a Botanical Garden, an Administrative Steering Committee for long and short term goal setting is required. The Landscape Architect will assist the Town of Longboat Key in selecting members for the establishment of such a committee. Once the Committee is established and has met to consider the Botanical Garden, the Landscape Architect will prepare Design Schematics for the first phase Botanical Garden. This garden will consist of not more than 1.5 acres total area.

Meetings Included:

The Landscape Architect shall attend meetings , as necessary, with the Administrative Steering Committee and representatives of the Town of Longboat Key.

ADDITIONAL SERVICES RATE SHEET

MADDOX & ASSOCIATES ARCHITECTS, P.A.

Principal Architect	$90.00/hr
Project Architect	$80.00/hr
Staff Architect	$60.00/hr
Sr. Designer/Drafter	$50.00/hr
Designer	$42.00/hr
Specification Writer	$50.00/hr
Estimator	$75.00/hr
Drafter	$45.00/hr
Site Representative	$45.00/hr
Clerical	$30.00/hr

LANDRY & ESBER

Principal	$110.00/hr
Project Engineer	$70.00/hr
Project Surveyor	$70.00/hr
Senior Designer	$60.00/hr
Technician	$30.00/hr
Field Crew	$75.00/hr
Resident Project Representative	$50.00/hr

DAVID W. JOHNSTON ASSOCIATES

Principals	$75.00/hr
Sr. Associates	$65.00/hr
Associates	$45.00/hr
Drafting	$30.00/hr

Reimbursables and Other Costs:

Travel, Autocadd plotting, blueprinting and reproduction, and all direct job related out-of-pocket expenses shall be reimbursable at cost not to exceed $1,000.00.

Mayor Patterson stated the Town was prepared to provide background information on recommended individuals and would provide a list of Town parcels and privately-owned parcels that may be available. At the same time, Mr. Sherman and Mr. Wagner could provide the Town with a list of the categories of expertise for the recommendations for committee appointments.

2. Progress of Joan M. Durante Community Park

James Durante, 565 Longboat Club Rd., expressed his appreciation to the late Leslie Weller for the generosity of his bequest and the foresight to establish conditions which could not be changed. He expressed his concerns with honoring commitments the Town had agreed to as stated in the agreement made two years ago for the Joan M. Durante Park. He asked that Commissioner Farber, a member of the Kiwanis Club, be appointed to manage the Park to its completion and to enforce with all deliberate speed what had been agreed to, as the people of the Town deserved that. In particular, he stated the botanical gardens had not been completed, the fountain in the pond seldom worked, and the sign had not been replaced.

Mayor Patterson asked Mr. Roberts to respond. Mr. Roberts reported that he would bring an architect's proposal to the 11-16-95 Regular Workshop; this would include costs to develop the next phase of the Park. He said that it was included in the amended agreement with Mr. Durante that the Town would pay the expenses initially by phase and would be reimbursed by Mr. Durante based on that contract. He advised that the Durante Park had progressed much more rapidly than the Quick Point Nature Preserve; the Town had worked on the Park prior to the tennis center bids and the new North Fire Station design. Mr. Roberts recalled that he had informed Mr. Durante and the Town Commission that he had initiated the design for a new sign to be placed at the Durante Park; if the Town Commission wished the Park and sign to have a higher priority, this could be done.

Commissioner Green stated it was his understanding that the funds had been allocated to complete the project so it would not be necessary to come back to the Town Commission. Mr. Roberts advised he would not approve plans and award bids without Town Commission approval.

Commissioner Farber stated it would be neither legal nor allowable for a Town Commissioner to override the wish of the other Commissioners, so he could not accept the appointment recommended by Mr. Durante. He said it was very difficult in government to get projects completed as quickly as a private enterprise. He stated that the Town Commission would be discussing a way in which all park properties would be managed properly.

XII. Unfinished Business

1. Update - Bike Signs along GMD

Commissioner Metz asked if any progress had been made on the removal of the bike signs. Mr. Roberts responded he had made the request that FDOT remove the signs and would do so again if

WORKSHOP, NOVEMBER 16, 1995

AGENDA ITEM # B-2

Agenda Item:	Proposal for Phase III of Joan M. Durante Community Park Development
Presenter:	Town Manager, William Maddox, Staff.
Summary:	William Maddox has submitted a proposal for Design, Permitting, Bid and Construction Services for Phase III, kiosk, botanical garden, paths, boardwalks, dock and footbridge in the amount of $48,600.
Attachments:	11-10-95 Memo, Roberts to Commission; 11/09/95 Memo, Smally to Roberts; Proposal by Maddox.
Recommended Action:	Approval of Maddox's proposal at Regular Meeting of December 4, 1995.

LAS/cmg
11/10/95

M E M O R A N D U M

DATE: 11-10-95

TO: Town Commission

FROM: Griff Roberts, Town Manager

SUBJECT: Proposal for Phase III of
Joan M. Durante Community Park Development

Attached please find a proposal from William Maddox, Architect, detailing the services that would be provided with the referenced Phase III development including architecture, engineering, landscape architecture, and related services. These services are detailed in the attached proposal, however, I will elaborate briefly on one aspect, that being the botanical garden. The architect's proposal regarding the design of the botanical garden includes the appointment of an administrative steering committee for that phase of the project. Staff and I concur that such a steering committee would be beneficial to ensure that appropriate community input is given for the botanical garden pursuant to final design.

The proposal is in the amount of $48,600 which would be funded from the Durante Park fund. I recommend your approval of the Phase III development of the Joan M. Durante Community Park.

GHR/dhs

cc: Len Smally, Public Works Director
William E. Maddox, Architect
T.O. Sullivan, Finance Director

M E M O R A N D U M

DATE: 11-09-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK - PHASE 3
PROPOSAL FOR PROFESSIONAL SERVICES

Attached is a proposal for $48,600 from Maddox & Associates for Professional Services for Phase 3. Phase 3 includes the completion of the paths and boardwalks throughout the park. Also included are the foot bridge and dock in the canal at the end of Gulf Bay Road as well as the kiosk and nursery shadehouse. A botanical garden, from GMD to the pavillion, will be constructed.

The proposal is for Design, Permitting, Bid and Construction Services. The breakdown is as follows:

Maddox, Architect	-	$12,600
Landry & Esber, Engineers	-	$19,700
David Johnston, Landscape Architect	-	$12,000
Reimbursables	-	$ 4,000
SWFWMD Permit	-	$ 300
		$48,600

I find the scope of services and prices to be reasonable. I recommend approval of the proposal.

/cmg

facsimile
TRANSMITTAL

to: Mr. Leonard A. Smally, P.E.
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park Phase III
date: September 1, 1995
pages: 14, including cover sheet.

Len -

Please find attached the revised proposal for the Park. Note that the Botanical Garden - Phase I has been included in the proposal (see Landscape Architecture).

I would like to set up a meeting with you, Mr. Roberts, Dave Johnston and myself to discuss the concept for establishing the steering committee. The proposal is based on the implementation of this committee.

All costs are indicated on the first sheet (Professional Services Supplement) except the estimated permit fees which are included in the section on Civil Engineering.

If you have any questions, please call.

Thanks

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

PF3.03

Hard Copy to Follow X yes _____ no

Professional Services Supplement

AIA Document G604 - *Electronic Format*

In accordance with the **AGREEMENT** dated: August 6, 1992

BETWEEN:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

and:

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

for the Project: 93012.03
(Insert Project name and address as it appears in the Agreement.)
Public Safety Complex
Longboat Key, FL

[X] authorization is (requested) (given)
(strike one)

[X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[X] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS: Provide design, bidding and construction administration for Joan M. Durante Community Park - Phase 3 according to the attached scope of work.

The following adjustments shall be made to compensation and time.
Compensation:
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)
Maddox & Associates - Eleven Thousand One Hundred Sixty Dollars ($12,600.00).
Landry & Esber - Nineteen Thousand Seven Hundred Dollars ($19,700).
David W. Johnston Associates - Six Thousand Eight Hundred Dollars ($12,000.00).
Reimbursable Expenses - Four Thousand Dollars ($4,000.00).

Time:
(Insert provisions covering time of commencement and completion of authorized services as applicable.)
Work shall commence upon approval of this Professional Services Authorization. Design and Construction Plans shall be completed within one hundred eighty (180) days.

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SUBMITTED BY:

William E. Maddox

(Signature)

William E. Maddox, AIA
President
(Printed name and title)

9/1/95
(Date)

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

(Signature)

Griff Roberts
Town Manager
(Printed name and title)

(Date)

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Supplement to
Professional Services Authorization
August 2, 1995
Page 1

JOAN M. DURANTE COMMUNITY PARK
PHASE III

General

The scope of work outlined in the following pages is based on the Site Development Plan prepared and submitted by Landry & Esber Engineers - Surveyors dated 6/11/94 and approved by the Town of Longboat Key Commission.

ARCHITECTURE
BY
MADDOX & ASSOCIATES ARCHITECTS, P.A.

Design

Services:

The Architect shall coordinate the preparation of a master concept plan depicting design solutions for planting concepts, landscape, drainage, decorative grading for the shade house, buffers, path, boardwalks, footbridge, docks, kiosk and related improvements which are consistent with the approved site plan. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Owner prior to preparation of working drawings.

Meetings Included:

The Architect shall attend meetings, as necessary, with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters.

Construction Plans

Services:

1. Architect shall coordinate the development of all construction plans and specifications prepared by the Architect and his Consultants.

2. Shade House drawings previously prepared during Phase II shall be revised for rebidding.

212
208

3. Kiosk drawings shall be prepared for bidding.

4. Specifications for all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

The Architect shall attend meetings, as necessary, with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters.

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the Owner, Consultants and Contractor.

Meetings Included:

The Architect shall provide site visits, as necessary, at intervals appropriate to the stage of construction or as otherwise agreed by the Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

CIVIL ENGINEERING
BY
LANDRY & ESBER

Southwest Florida Water Management District Stormwater Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the Management and Storage of Storm Water (MSSW) permit process with the Southwest Florida Water Management District (SWFWMD). Based upon the site plan supplied by OWNER, PROFESSIONAL shall prepare the SWFWMD permit plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), existing drainage plan, proposed conditions plan, special purpose survey (supplied by OWNER), and drainage report. PROFESSIONAL shall prepare these documents, including previous staff comments (June 28, 1995) and submit them to SWFWMD for processing stormwater permit.

Meetings Included:

1. Meetings with OWNER, as required, to discuss the project's drainage concepts.
2. Pre-application meetings with SWFWMD to discuss the project with staff.
3. Meeting with OWNER to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD. (Estimated cost of permit fee $1,600.00)

SWFWMD Dredge and Fill Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the permit process with the Southwest Florida Water Management District (SWFWMD) involving the dredging and/or filling of wetland areas. PROFESSIONAL shall prepare a permit, a cover sheet, vicinity plan, overall site plan, aerial photograph (from the appropriate County agency), and a detailed plan and section of each impacted area. The permit is more specifically for the construction of one dock, one boat ramp and boardwalk within wetland jurisdictional area.

Meetings Included:

1. Meeting with OWNER to discuss the project's jurisdictional concepts.
2. Pre-application meeting with SWFWMD to discuss the project with staff.
3. Meeting with OWNER to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD. (Estimated cost of permit fee $300.00)

Construction Plans

Services Provided:

PROFESSIONAL shall assist OWNER in the construction plan permitting process with the Town of Longboat Key (TLBK) in accordance with the requirements of the Longboat Key Planning, Zoning and Department and the Department of Public Works. PROFESSIONAL shall prepare the construction plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), detailed site plan, utility system profiles, and detail sheets. PROFESSIONAL shall prepare these documents, submit them, and respond to the SWFWMD staff and TLBK staff comments to process the construction permit.

Meetings Included:

1. Meetings, as necessary, with OWNER to discuss the project's construction plan concepts.
2. Pre-design meeting with the Longboat Key Director of Public Works to discuss the project's construction plan concepts.

Deliverables:

1. One copy of the approved construction plans to OWNER.
2. Four copies of the construction plans to TLBK.
3. Four copies of any revised drawings to TLBK as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Construction Services

Services:

During construction based upon PROFESSIONAL'S recommendations, plans, or specifications, PROFESSIONAL shall provide a representative who shall be available to answer questions regarding the interpretation of the construction plans. PROFESSIONAL shall also review the shop drawings submitted by the contractor(s) involved, solely for their conformance with PROFESSIONAL'S design intent and conformance with information given in the construction documents. PROFESSIONAL shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions, and programs incidental thereto, all of which are the contractor's responsibility.

Meetings:

1. Pre-bid meeting with all bid list contractors to answer any questions concerning the plans and prepare addendums as required.
2. Meetings, as required, with the selected site contractor to review the progress.
3. Meeting with OWNER to provide a final walk through inspection to prepare a punch list.
4. Final inspection to verify that punch list items have been completed.

Deliverables:

1. One copy of all shop drawings after PROFESSIONAL'S review.
2. Two copies of all pay requests submitted by CONTRACTOR after PROFESSIONAL'S review.

Certifications

Services Provided:

Upon completion of construction, PROFESSIONAL shall submit the appropriate certifications required by the permitting agencies involved with this project. These certifications shall be submitted to the Southwest Florida Water Management District and the Town of Longboat Key.

Meetings Included:

There are no meetings included in this task.

Deliverables:

1. One copy of the certifications to OWNER.
2. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Mean High Water Line Survey

Services Provided:

PROFESSIONAL shall prepare a survey of the Mean High Water Line as defined in Chapter 177, Part II, Florida Statutes, in accordance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This procedure will require PROFESSIONAL to run a meander line along Sarasota Bay and through dense vegetation to locate the Mean High Water Line elevation and tie in the location points to the boundary line.

Elevation will be controlled by a bench loop from the Coastal Construction Control Line monuments on Gulf of Mexico Drive.

In addition, PROFESSIONAL shall research historical records in an effort to verify that the channel shown on the Bailey-Dobson Subdivision Plat is not a natural water boundary, therefore affecting the Mean High Water Line location in this area.

In addition, Professional shall provide hydrographic soundings required for the permitting and plans proposed for other tasks within this Scope of Services.

Meetings Included:

Two telephone conversations with State of Florida Department of Natural Resources.

Deliverables:

One reproducible copy and three blue line copies of the certified boundary survey.

LANDSCAPE ARCHITECTURE
BY
DAVID W. JOHNSTON ASSOCIATES

Concept Plan

Services:

The Landscape Architect shall prepare a master concept plan depicting design solutions for planting concepts, lighting, signage, decorative grading, and pedestrian circulation. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Client prior to preparation of working drawings.

Meetings Included:

The Landscape Architect shall attend meetings, as necessary, with the Architect and representatives of the Town of Longboat Key to review drawings or to address project matters.

Botanical Gardens

Services:

As a part of the planning process for the establishment of a Botanical Garden, an Administrative Steering Committee for long and short term goal setting is required. The Landscape Architect will assist the Town of Longboat Key in selecting members for the establishment of such a committee. Once the Committee is established and has met to consider the Botanical Garden, the Landscape Architect will prepare Design Schematics for the first phase Botanical Garden. This garden will consist of not more than 1.5 acres total area.

Total Park about 15 acres

Meetings Included:

The Landscape Architect shall attend meetings , as necessary, with the Administrative Steering Committee and representatives of the Town of Longboat Key.

Supplement to
Professional Services Authorization
August 2, 1995
Page 9

Construction Plans

Services:

1. Planting plans shall name, size and quantify all plantings proposed for the various aspects of the projects, including the first phase Botanical Garden as described above.

2. Irrigation plans shall detail the type, model, and location of all irrigation equipment; size pipes and provide such information as needed to install an automatic irrigation system.

3. Construction details for all walks, decks, entry features, decorating, and such elements of the design solution proposed shall be provided as needed for construction.

4. Lighting plans (if any) shall show the location and type of light fixture to be used for decorative landscape lighting. Wiring and routing of electrical circuits are not a part of this work scope and shall be provided by others.

5. Specifications: For all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

The Landscape Architect shall attend meetings, as necessary, with representatives of the Town of Longboat Key to review drawings or to address project matters.

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the project director, landscape contractor and others responsible for work in the field.

Meetings Included:

The Landscape Architect shall provide site visits, as necessary, at intervals appropriate to the stage of construction or as otherwise agreed by the Landscape Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Landscape Architect shall keep the Construction Manager or Owner's Representative informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

ADDITIONAL SERVICES RATE SHEET

MADDOX & ASSOCIATES ARCHITECTS, P.A.

Principal Architect	$90.00/hr
Project Architect	$80.00/hr
Staff Architect	$60.00/hr
Sr. Designer/Drafter	$50.00/hr
Designer	$42.00/hr
Specification Writer	$50.00/hr
Estimator	$75.00/hr
Drafter	$45.00/hr
Site Representative	$45.00/hr
Clerical	$30.00/hr

LANDRY & ESBER

Principal	$110.00/hr
Project Engineer	$70.00/hr
Project Surveyor	$70.00/hr
Senior Designer	$60.00/hr
Technician	$30.00/hr
Field Crew	$75.00/hr
Resident Project Representative	$50.00/hr

DAVID W. JOHNSTON ASSOCIATES

Principals	$75.00/hr
Sr. Associates	$65.00/hr
Associates	$45.00/hr
Drafting	$30.00/hr

Reimbursables and Other Costs:

Travel, Autocadd plotting, blueprinting and reproduction, and all direct job related out-of-pocket expenses shall be reimbursable at cost not to exceed $4,000.00.

Lew

MEMORANDUM

DATE: 11-14-95

TO: Commissioner Lew Gotthainer

FROM: Griff Roberts, Town Manager

SUPPLEMENTAL MATERIAL ITEM # B-6

SUBJECT: Utility Rate Increase
Durante Park Costs

Attached, please find a report prepared by Terry Sullivan in response to your recent memo requesting information on these two subjects. The first subject regarding utility rates, I believe that you will find to be self-explanatory. The second subject, the Durante Park costs, needs some clarification which I will offer below:

Please note that there are two items listed both in the funding column and in the expenditure column which are amounts above Mr. Durante's committed contributions to the Town. These are (1) the amount provided to the development of the park by Town forces in the amount of $33,719.12 and (2) the amount of $3,450 contributed by the Kiwanis Club for the Durante Park flag. Also attached is a payment schedule pursuant to the Agreement with Mr. Durante showing that through December 31, 1994, Mr. Durante had paid $200,000 leaving a balance of payments in the amount of $550,000.

Should you have any questions about this material, please contact either Terry Sullivan or me.

GHR/dhs

Attachments

cc: Town Commission
T.O. Sullivan, Finance Director

RECEIVED
NOV 15
PUBLIC WORKS DEPT.

LEW GOTTHAINER
448 GULF OF MEXICO DRIVE (101A)
LONGBOAT KEY, FL 34228

12-Nov-95

FROM: Lew Gotthainer

TO: ~~Town Manager~~ Jeff

SUBJECT: Request for Information

May I please have the following information prior to our Nov 16 workshop?

1. The amount of dollars that a typical single family residence pays annually in utility fees now and what they will pay on the same amount when the new increases are applied.

2. A breakdown of all town costs to date for work done at the Joan Durante park. The projected costs to complete the project as proposed and the schedule of payments to the Town by Mr. Durante.

Lew

M E M O R A N D U M

DATE: 11-13-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: T.O. SULLIVAN, FINANCE DIRECTOR

SUBJECT: INFORMATION REQUESTED BY COMMISSIONER GOTTHAINER

This is in response to the above request for information.

1. UTILITY FEES FOR SINGLE FAMILY RESIDENCE.

   To accurately determine the average usage of single family residents the condominium residents were not considered.

   There are 16 months of current usage available on the data base. Based on this it shows the average water usage is approximately 5,000 gallons per month which is quite low due to the seasonal nature of Longboat Key's population.

   However, based on that usage the fees are as follows:

	CURRENT RATES	PROPOSED RATES	NET CHANGE	PERCENT CHANGE
MONTHLY	28.70	34.33	5.63	19.6%
ANNUALLY	344.40	411.96	67.56	19.6%

2. JOAN M. DURANTE COMMUNITY PARK

   A. Inception to Date Costs of Joan M. Durante Community Park.

      Attached is a schedule of expenditures from inception to September 30, 1995 (End of Fiscal Year 1995).

B. The following payment schedule is provided in the amended grant dated 12/29/94:

By December 31, 1993	$100,000
By December 31, 1994	$100,000
By December 31, 1995	$ 50,000
By December 31, 1996	$ 50,000
By December 31, 1997	$ 50,000
By December 31, 1998	$ 50,000
By December 31, 1999	$ 50,000
By December 31, 2000	$ 50,000
By December 31, 2001	$ 50,000
By December 31, 2002	$ 50,000
By December 31, 2003	$ 50,000
By December 31, 2004	$ 50,000
By December 31, 2005	$ 50,000
	$750,000

C. Schedule to Complete the Park

This is forthcoming from the architect.

TOWN OF LONGBOAT KEY

JOAN M. DURANTE PARK

INCEPTION TO DATE (09-30-95)

SUMMARY

FUNDING

GRANT DECEMBER 1993	$100,000.00
GRANT DECEMBER 1994	100,000.00
FROM TOWN FORCES	33,719.12
KIWANIS CLUB / GIFT	3,450.00
CASH REQUIRED FROM LAND ACQUISITION	**267,109.95**
TOTAL REVENUES	$504,279.07

EXPENDITURES BY VENDOR

MADDOX	$ 57,250.23
LANDRY & ESBER	17,262.00
WOODRUFF	357,883.14
CRAFTS	650.00
PETE & RON	7,463.00
TOWN WORKORDERS	33,719.12
MORRILL/NEW COLLEGE	6,000.00
SWFWMD	1,600.00
FDOT	1,000.00
OTHER	12,885.06
TOTAL EXPENDITURES	$495,712.55

ENCUMBRANCE

WOODRUFF	8,566.52
TOTAL FUNDS COMMITTED	$504,279.07

EXPENDITURE DETAIL

DATE	VENDOR	AMOUNT	REASON
03-28-94	Maddox	$ 560.00	Architect- site plan
07-26-94	"	3,990.10	and permits
09-13-94	"	7,993.32	"
09-21-94	"	1,639.76	"
12-07-94	"	28,653.29	
02-24-95	"	4,142.18	
02-28-95	"	336.00	
02-28-95	"	3,743.39	
05-31-95	"	4,341.77	
05-31-95	"	1,049.42	
06-28-95	"	290.30	
09-18-95	"	510.70	
		$ 57,250.23	
03-28-94	Landry & Esber	$ 9,389.64	Land use, topos, Tree
	"	7,872.36	environ assmnt
		$ 17,262.00	
11-23-94	Woodruff	$ 7,607.50	Tree mulching
11-23-94	"	3,422.50	"
03-15-95	"	66,789.00	Durante Park contract
04-05-95	"	92,428.78	
05-03-95	"	140,362.35	
07-26-95	"	9,625.00	
07-12-95	"	34,515.01	
09-13-95	"	3,133.00	
		$357,883.14	
07-12-94	Crafts Tree	$ 200.00	Remove 2 A-pines
07-18-94	" "	450.00	" 5 "
		$ 650.00	

DATE	VENDOR	AMOUNT	REASON
02-21-95	Pete & Ron Tree	$ 3,408.00	Tree removal
03-09-95	" " "	490.00	" "
05-10-95	" " "	465.00	" "
06-28-95	" " "	3,100.00	" "
		$ 7,463.00	
04-30-94	Town Workorders	$ 3,580.61	Tree removal, clean ditches
05-03-94	"	951.45	Install erosion control fencing
08-10-94	"	10,648.85	Separate Asphalt, dirt, etc.
09-15-94	"	17,901.60	Bush hog,chipping
06-30-95	"	108.39	Misc labor
08-30-95	"	528.22	Misc labor
		$ 33,719.12	
05-03-94	New College	$ 3,000.00	Environ consultant
04-05-95	"	3,000.00	" "
		$ 6,000.00	
08-05-94	SWFWMD	$ 1,600.00	Construction permit
05-05-94	FDOT	$ 1,000.00	Driveway application

DATE	VENDOR	AMOUNT	REASON
OTHER:			
02-22-94	Artisan Sign	$ 220.00	Joan M. Durante
05-26-94	"	220.00	temp signage
06-23-94	Port O Let	60.67	Temp sanitation site
07-22-94	"	65.00	work
08-26-94	"	65.00	"
09-28-94	"	130.65	"
06-30-94	Postage	256.68	Public site tour
07-05-94	Petty cash/Finance	5.90	Tour Notice-postage
06-23-94	Scotty's	106.32	Survey tape, stakes
06-28-94	Southern Resources	362.00	Mylars
07-12-94	Blue Line	4.40	Marking tape
08-05-94	Ace Pump	3.00	Survey tape
08-09-94	Sarasota Herald	850.50	Legal ad- site plan
08-26-94	Const'n Chemical	139.75	Silt fence
09-28-94	Cedar Hammock	1,250.06	Debris removal rolloff
11-29-94	Port O Let	65.00	Temp sanitation
01-24-95	A--Z Rental	208.28	Equipment
02-28-95	Trophy Shoppe	14.95	Parts for frame
02-28-95	FPL	713.00	Temp pole
03-07-95	Construction Chem.	119.75	Silt fence
03-07-95	Frame Center	344.95	Frame enclosure
03-08-95	Lamplighter	155.00	Lights for frame
03-21-95	Blue Line Inc.	9.80	Misc
03-28-95	Port O Let	222.68	Sanit. for dedication
04-04-95	Mike Hess	259.00	Misc
04-11-95	Petty cash/postage	19.40	Misc
04-10-95	Srq. Sightseeing	105.00	Bus Backup
03-30-95	Postage /JE#101	104.32	Postage
04-26-95	A--Z Rental	115.00	Trencher rental
04-19-95	Artisian Signs	298.32	Temp/signage
05-10-95	Cedar Hammock	1,316.16	Debris removal rolloff
07-19-95	Cedar Hammock	403.11	Debris removal rolloff
09-06-95	Ameraquatic Inc.	130.00	Pond Mtnce
04-19-95	Construction Chem.	239.50	Silt Fence
07-19-95	Flagman, The	2,680.00	Flagpole
08-16-95	Flagman, The	130.00	US Flag
06-28-95	Petty Cash/PW	10.99	Film
05-10-95	Port O Let	67.00	Temp sanitation
05-10-95	Port O Let	130.00	Temp sanitation
05-16-95	Port O Let	2.09	Temp sanitation
05-17-95	Rental Mart	75.00	Chairs/Dedication
06-21-95	Scotty's	34.78	Flagpole/misc
05-24-95	Scotty's	62.75	Const Stakes
06-28-95	Singeltary Concrete	213.50	Flagpole/concrete
06-28-95	Watrous Video	235.80	Video/dedication
06-30-95	Bid Documents	660.00	Bid Document Costs
		$ 12,885.06	

M E M O R A N D U M

DATE: 11-14-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK SIGN - CONSTRUCTION COST ESTIMATES

The following are cost estimates for construction of the sign received from David Johnston, Landscape Architect, dated 11/13/95. The setback for the sign is 2' from the property line.

Double Faced Sign

Private Contractor	$3,850
Town forces/Contractor (Town to do footer, block, piles, lay keystone, stucco base - Contractor to make template, sandblast and paint letters)	$3,000

Single Faced Sign

Private Contractor	$3,150
Town/Contractor (Town to do footer, block, piles, lay keystone, stucco base - Contractor to make template, sandblast and paint letters)	$2,500

Town forces could construct a sign, similar to the Town's Welcome Signs.

With Roof Structure	$4,200
Without Roof Structure	$3,400

/cmg

M E M O R A N D U M

DATE: 11-10-95

TO: Town Commission

FROM: Griff Roberts, Town Manager

SUBJECT: Permanent Sign for Joan M. Durante Community Park

I have previously spoken with Mr. Jim Durante regarding the desirability of a more aesthetically pleasing permanent sign for the Joan M. Durante Community Park. Mr. Durante concurred and subsequently I have requested our architect to provide suggested designs for such a permanent sign.

The architect has designed a sign which we believe would be quite suitable for the park and is a design that we believe would be a "signature sign" for parks in the Town. The architect will present the rendering at the upcoming workshop meeting.

I wish to apprise the Town Commission of a factor for consideration in placement of the sign. Specifically, when we originally placed the temporary sign at the park, we did so on a single-faced sign facing Gulf of Mexico Drive. Subsequently, neighbors across from the park on Gulf of Mexico Drive complained that the sign was facing their property and requested that it be a double-faced sign, less obtrusive to their view. We complied with their request and installed a double-faced temporary sign. A single-faced sign could be set back farther from the road while a double-faced sign could be placed closer. These factors are presented for your information in reaching a final decision on the sign.

GHR/dhs

cc: Len Smally, P.E., Public Works Director

MINUTES OF THE SPECIAL MEETING OF THE LONGBOAT KEY TOWN COMMISSION, NOVEMBER 16, 1995, AT 4:30 P.M.

Present: Mayor Patterson, Vice-Mayor Drohlich, Commissioners Gotthainer, Farber, Sagman, Metz, Green

Also Present: Town Manager Roberts, Town Attorney Persson, Public Works Director Smally, Town Clerk Arends, Deputy Clerk Celentano

The Special Meeting was called to order in the Longboat Key Town Commission Chambers, 501 Bay Isles Road, at 4:30 P.M.

I. Items for the Consideration of the Town Commission

1. Waiver of Notice Requirements for Special Meeting (Town Code Section 30.01)

It was moved by Green, seconded by Sagman, to waive the notice requirements to hold a Special Meeting at this time. Motion carried unanimously.

2. Award Master Plan Portion of Architectural Contract for Joan M. Durante Community Park

Mr. Roberts recommended that Maddox & Associates be awarded the Professional Services Supplement dated 9-1-95 in accordance with the Agreement dated 8-6-92 for Phase III of Durante Park in the amount of $48,600, with the Master Plan and proposed costs for completion of that Phase for presentation at the 12-21-95 Workshop.

It was moved by Farber, seconded by Drohlich, to approve the Agreement with Maddox & Associates in the amount of $48,600 for the Master Plan and proposed costs for completion of the Durante Park by the 12-21-95 Workshop.

Commissioner Green suggested that before the full funding was authorized a decision should be made on whether a portion of Durante Park was to be used for the proposed cultural and community center in the bequest of the late Leslie Weller.

Commissioner Farber suggested Mr. Durante be made aware there may be a delay in completion of the Park because of this possibility. Mr. Persson stated the designated open space area that may be considered for such a center could be changed in the Zoning Code and Comprehensive Plan and on the Zoning Map; it could be traded for property of equal acreage to meet the Comp Plan; however, he would need to determine whether there were any deed restrictions on that property. He stated it was timely because the Comp Plan was scheduled to be amended within the next 18 months. He said if that portion of the property were donated to the Longboat Key Art Center and construction of a new center was no longer the Town's project, the Art Center would not have to carry out the bidding and other

restrictions the Town would have had to meet; therefore, the completion time could be shortened considerably, which would likely make Mr. Durante very happy.

Mr. Roberts suggested that the Town Commission just authorize the architect to prepare only the Master Plan; he would obtain the cost estimate at an upcoming meeting with him. He said the time line would be dictated by the time line of the Weller bequest, which was firm.

Commissioner Farber withdrew his motion and Vice-Mayor Drohlich withdrew his second.

It was moved by Metz, seconded by Gotthainer, to authorize the Town Manager to negotiate with the architect, Maddox & Associates, to provide a Master Plan for Phase III of the Joan M. Durante Park by 12-15-95. Motion carried unanimously.

Mr. Persson confirmed that the Commission wished him to: 1) Make an analysis of whether or not the property could be used as discussed and, if so, how; 2) meet with Mr. Durante concerning these possibilities.

Commissioner Green suggested, and the Commission agreed, that the front portion of the Park (at least up to the pavilion) should be landscaped and maintained more appropriately. Mr. Smally stated a private maintenance contract had recently been awarded for that location.

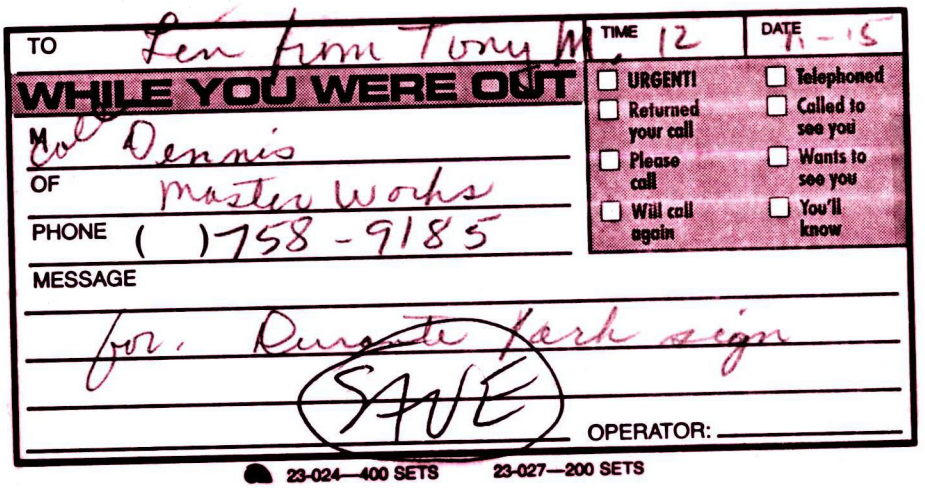
II. Adjournment

The Special Meeting was adjourned at 5:00 P.M.

James H. Patterson, Mayor

Norma Celentano

Patrizia Arends, CMC/AAE, Town Clerk
Norma Celentano, CMC/AAE, Deputy Clerk



TO Len from Tony M

TIME 12 DATE 7-15

WHILE YOU WERE OUT

M Col Dennis

OF Master Works

PHONE ( )758-9185

- ☐ URGENT!
- ☐ Returned your call
- ☐ Please call
- ☐ Will call again
- ☐ Telephoned
- ☐ Called to see you
- ☐ Wants to see you
- ☐ You'll know

MESSAGE

for. Rupert Park sign

SAVE

OPERATOR:

23-024—400 SETS 23-027—200 SETS

M E M O R A N D U M

DATE: 11-14-95

TO: Town Commission

FROM: Griff Roberts, Town Manager

SUBJECT: Consideration for Permanent Signs in Town Parks

Pursuant to your consideration of this item, scheduled for Thursday's workshop meeting, and specifically for the Joan M. Durante Community Park, I enclose a xerox copy of the rendering which I would recommend for your consideration. (The other renderings will be shown at the workshop meeting.

I have invited Mr. Durante to view the colored rendering of the sign prior to Thursday's meeting. Notwithstanding the fact that he has not yet viewed this rendering, he has expressed an interest in the type of welcome signs at either end of the Island. In either case, however, both signs can be constructed for approximately the same dollars.

We would recommend that whatever sign the Town Commission chooses should be standardized for all of our parks and perhaps for the Recreation Center as well.

GHR/dhs

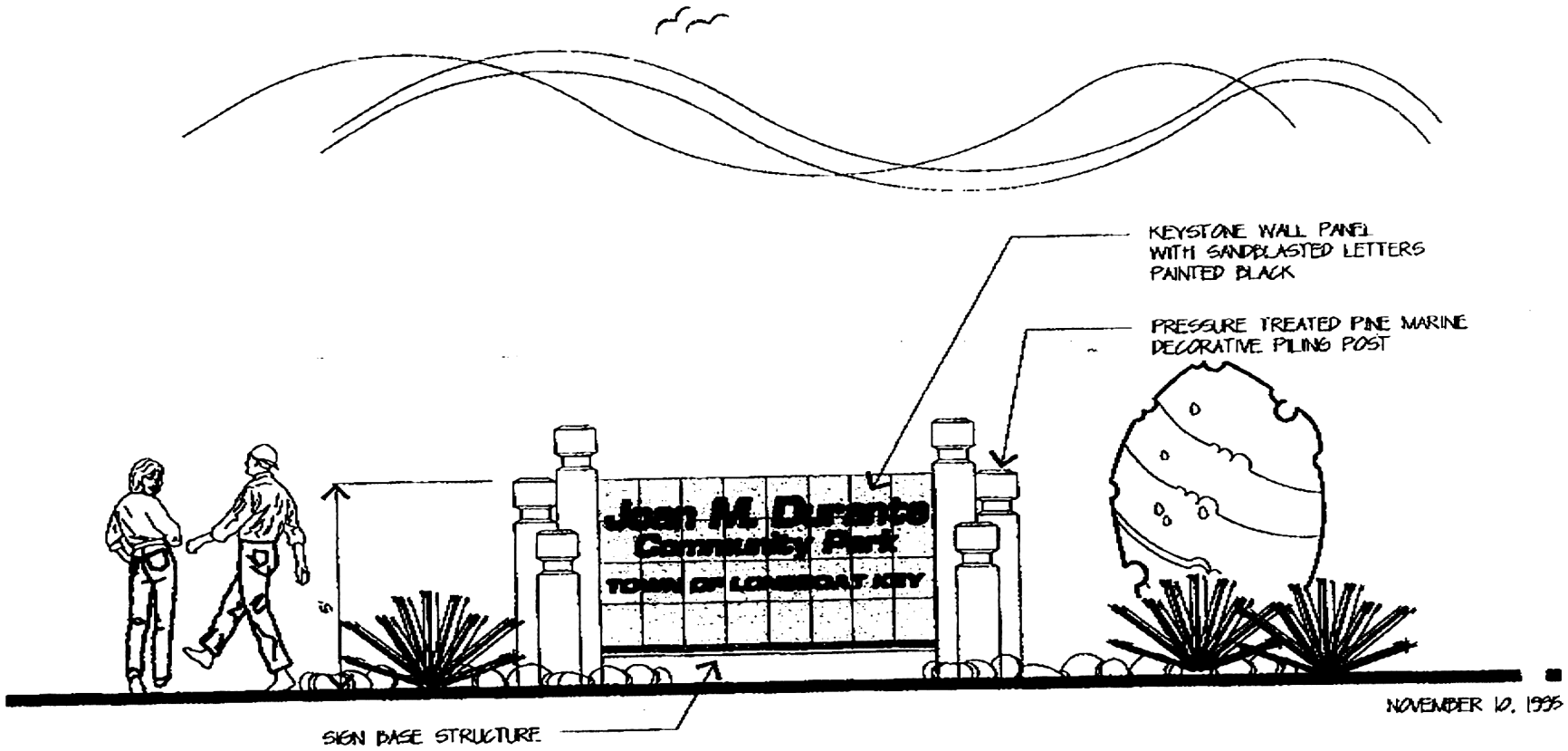
Attachment

cc: Len Smally, P.E., Public Works Director
William E. Maddox, Maddox & Associates

RECEIVED
NOV 15 [redacted]
PUBLIC WORKS DEPT.

Post-it® Fax Note 7671	Date 11/10/95	# of pages ▶ 1
To BILL MADDOX	From HOME OFFICE	
Co./Dept. C/O TOWN HALL	Co.	
Phone #	Phone #	
Fax #	Fax #	

NOV-10-1995 16:35 FROM MADDOX & ASSOCIATES ARCH. TO T.L.B.K. P.01
11/10/95 14:36



ELEVATION 3/8"=1'-0"

CONCEPT # 1.0

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORIDA

DAVID W. JOHNSTON ASSOCIATES, INC. LANDSCAPE ARCHITECTS 1487 SECOND STREET, SUITE E SARASOTA, FLORIDA 34236 (813) 366-3459

EXTRANCE Sign

11-14-95
Don Waldroup

MATERIALS $1410

LABOR 2 TRADESWORKERS 2 wks 1600.00

2010.00 Rough EST.

SF = - 32 x 3.06

-100 Tile

Welcome Sign Style

11-14-95
Don Waldroup

MATERIALS

Rough cut cedar - 1430.00

Misc. Hardware stain etc 350.00

1780.00 Rough est

Labor 2 tradesworkers appox 3wks 2400.00

Electrial if wanted not included

with roof $4180.00 Rough est

w/o roof $3400.00

Both

1200 w/ ~~BASE~~ CONCR Footer

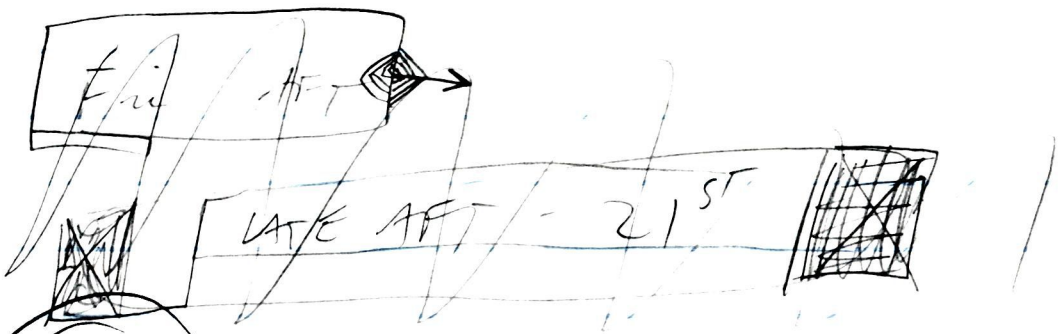
STR - [illegible] - 1000
- Pulley - - $600
STONE - (Both Sides) 800

2600

1000 Sand Blasting - Both Sides
600 (one side) (INCL Template)

Finish Base - Sand fin & Paint 250

no lighting



Contr - S. Fared - Needs Stucco
on Rev - -400 Stone
-400 Sand Blast
+(+)100 STUCCO BACK

-700 TOTAL
Difference

32
300
100.00

MEMORANDUM

DATE: 11-8-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: COST ESTIMATES FOR MAINTENANCE OF TOWN PARKS

The Parks budget has $88,100.00 in R/M grounds for the private maintenance of the parks and other Town properties. We also have a additional $33,000.00, that was carried over in this budget for the watering, fertilization and pest control of the new sod on Gulf of Mexico Drive.

The Town has awarded a contract for the maintenance of Parks and other Town properties for $48,320.00. This does not include materials (fertilizer, pesticide, mulch, plants) or the unfinished sections of Quick Point, Civic Grove, and Durante Parks. The remaining $39,780.00 will be used for these purposes.

	Annual Estimate
1. Durante Park (Completed through Phase 3)	
Labor (weed, trim, litter control)	$15,000
Mowing (contract)	7,200
Boardwalk/Building Maintenance (includes annualized replacement cost)	2,000
Materials (shell, mulch, pesticide, fertilizer, plant replacement,signs)	13,500
Annualized cost for equipment	4,000
Miscellaneous (irrigation and electric)	1,500
Management (10%)	4,300
Total:	$47,500*

*This year's cost is expected to be $23,500.00, because the Town is not expected to take over maintenance of Phase 3 until after the fiscal year ends.

2. Overlook Park

Labor (weed, trim, litter control)	$ 6,500
Mowing (contract)	700
Materials (mulch, shell)	4,000
Annualized cost for equipment	1,000
Management (10%)	1,200
Total:	$13,400

3. Quick Point Park

Labor (weed, trim, litter control)	$13,000
Mowing (contract)	1,200
Boardwalk Maintenance (includes annualized replacement cost)	2,500
Materials (asphalt, shell, mulch, signs)	3,500
Annualized cost for equipment	2,200
Management (10%)	2,200
Total:	$24,600**

**This year's cost is expected to be $18,450.00, because the Park is not expected to be complete until January 1, 1996.

4. Civic Grove (When Completed)

Labor (weed, trim, litter control)	$ 5,500
Mowing (contract)	2,400
Materials (mulch, shell, pesticide, fertilizer, plant replacement)	2,500
Annualized cost for equipment	1,000
Miscellaneous (irrigation and electric)	1,500
Management (10%)	1,290
Total:	$14,190***

***This year's cost is expected to be $2,838.00, which would be adjusted when the Town develops it.

5. Bicentennial Park

Labor (weed, trim, litter control)	$ 3,000
Mowing (contract)	1,800
Materials (mulch, pesticide, fertilizer, plant replacement)	2,000
Annualized cost for equipment	600
Miscellaneous (irrigation and electric)	1,200
Management (10%)	860
Total:	$ 9,460

LAS/SS/cmg

M E M O R A N D U M

DATE: 10-30-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: **LEN SMALLY, DIRECTOR OF PUBLIC WORKS**

SUBJECT: DURANTE PARK - EXOTIC BIRDS, GOLDFISH

I spoke to an exotic bird expert at Sarasota Jungle Gardens. She gave me some information about swans, flamingos and geese. We currently have ducks in the pond.

Swans

OK GR

Swans could do well in our pond. I have the name and number of a breeder. A pair (male & female) would cost (+/-) $900. They may reproduce. I will speak with the breeder if you approve. Mixing them with ducks is not a problem.

Flamingos

We cannot get flamingos. We would not qualify under strict guidelines. I can get more information if you desire.

Geese

Cannot be introduced with ducks present. If the ducks are removed, geese can be mixed with swans.

OK GR

I await your decisions on the above and we will purchase a variety of goldfish for $100 if you approve.

/cmg

-6-

PUBLIC WORKS DEPT

OCT 31

OK as noted.
GR 11/3/95

CC: Town Commission
M. Durante

M E M O R A N D U M

DATE: 10-30-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK - EXOTIC BIRDS, GOLDFISH

I spoke to an exotic bird expert at Sarasota Jungle Gardens. She gave me some information about swans, flamingos and geese. We currently have ducks in the pond.

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Swans could do well in our pond. I have the name and number of a breeder. A pair (male & female) would cost (+/-) $900. They may reproduce. I will speak with the breeder if you approve. Mixing them with ducks is not a problem.

Flamingos

We cannot get flamingos. We would not qualify under strict guidelines. I can get more information if you desire.

Geese

Cannot be introduced with ducks present. If the ducks are removed, geese can be mixed with swans.

I await your decisions on the above and we will purchase a variety of goldfish for $100 if you approve.

/cmg

MADDOX & ASSOCIATES

ARCHITECTS

September 13, 1995
Invoice Number 18
Project 93012.02

TOWN OF LONGBOAT KEY
501 Bay Isles Rd.
Longboat Key, FL 34228

For: Durante Community Park

Professional Services: September 1, 1995 through September 30, 1995

FEE

Total Fee	7,970.26		
Percent Complete	100.00	Total Earned	7,970.26
		Previous Fee Billing	7,970.26
		Current Fee Billing	0.00

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
MADDOX, WILLIAM	0.5	80.00	40.00	
Total Labor	0.5		40.00	40.00

Bill to Workman Sign

TOTAL THIS INVOICE 40.00

OUTSTANDING INVOICES

No. 00017 08/02/95	510.70	
Total	510.70	510.70

PAID

TOTAL NOW DUE 550.70

$40.00

Approved by William E. Maddox
William E. Maddox - Principal

SEP 21 1995

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

MADDOX & ASSOCIATES

ARCHITECTS

October 17, 1995
Invoice Number 13
Project 93012.00

TOWN OF LONGBOAT KEY
501 Bay Isles Rd.
Longboat Key, FL 34228

For: ARCHITECT CONSULTATION
General

Professional Services: September 1, 1995 through September 30, 1995

CORRECTED 10/17/95

CONSULTANTS
Landscape Consultant
09/12 dwja Landscape Archi 427.50
Preparation of sign layout concept plans
and meeting with town of Longboat Key

Total Consultants	1.200	times	427.50	513.00

TOTAL THIS INVOICE 513.00

Approved by William E. Maddox
William E. Maddox - Principal

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

dwja
LANDSCAPE ARCHITECTS

RECEIVED
AUG 3 0 1995

OK WSM

August 25, 1995

Maddox & Associates
1266 First Street
Sarasota, Florida 34236

Re: Durante Park # 9437

INVOICE

Preparation of sign layout concept plans and meeting with town of Longboat Key.

Associates: 3 hrs. @ $65.00 = 195.00
5.5 hrs. @ $45.00 = 247.50

Total Hourly: $442.50

Reimbursable Expense:

Reprographic Supplies $9.63

Total Reimbursable:	$	9.63
Amount due this bill:		427.50
Previous balance due:		389.50
Total Amount Due:		**826.63**

DISCOUNT 1% NET 10 DAYS.

DUE AND PAYABLE UPON RECEIPT. INTEREST @ 1.5% MONTHLY IS DUE ON ALL PAST DUE ACCOUNTS.

DAVID W. JOHNSTON ASSOCIATES **LANDSCAPE ARCHITECTS**
1487 SECOND STREET, SUITE E SARASOTA, FL 34236 PHONE 941-366-3159 or 941-365-7508 FAX 941-954-4616

facsimile
TRANSMITTAL

to: Carman
co: TLBK
fax #: 387-7016
re: September Invoice
date: October 17, 1995
pages: 3, including cover sheet.

Carman,

Here is the corrected September Invoice per our phone conversation of this morning. Sorry for the error.

Lynn

From the desk of...

Lynn Knorps
Office Manager
Maddox & Associates Architects, P.A.
1266 First Street, Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

Committed to honor God, the Greatest Designer, making Him known by building relationships through quality design.

MADDOX & ASSOCIATES

ARCHITECTS

September 14, 1995
Invoice Number 13
Project 93012.00

TOWN OF LONGBOAT KEY
501 Bay Isles Rd.
Longboat Key, FL 34228

For: ARCHITECT CONSULTATION
General

Professional Services: September 1, 1995 through September 30, 1995

CONSULTANTS				
Landscape Consultant				
09/12 dwja Landscape Archi			826.63	
Preparation of sign layout concept plans and meeting with town of Longboat Key				
Total Consultants	1.200	times	826.63	991.96
TOTAL THIS INVOICE				991.96

Approved by William E. Maddox
William E. Maddox - Principal

OK

Conv w/ Bill

* Design Complete, We have rec'd color rendering.

* Bare needs more detailed design, He owes provide cost est. 10/17 per Darlene per Lynn at Maddox should be $513.00

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

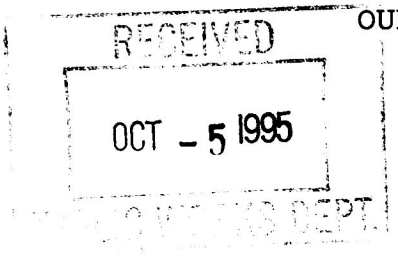
Mailed 10/6

ST. PAUL/SEABOARD

SECOND REQUEST

GENERAL FORM STATUS INQUIRY

10/02/95



OUR BOND NO. 400JN8944

TO: TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

CONTRACTOR.....: WOODRUFF & SONS, INC.
CONTRACT DESCRIPTION: CONSTRUCTION OF JOAN M. DURANTE PARK - SITEWORK

OWNER: TOWN OF LONGBOAT KEY

CONTRACT PRICE $323,769 BOND $323,769 EFFECTIVE DATE 12/06/94
IT IS UNDERSTOOD THIS INFORMATION IS FURNISHED FOR THE CONFIDENTIAL USE OF THE SURETY AND IS MERELY AN EXPRESSION OF OPINION AND IN FURNISHING THIS INFORMATION NO GUARANTY OR WARRANTY OF ACCURACY OR CORRECTNESS IS MADE; NOR IS RESPONSIBILITY ASSUMED AS A RESULT OF RELIANCE ON SUCH INFORMATION.

Tamara L. Steckbeck
Tamara L. Steckbeck
Attorney-In-Fact

****

1. IF CONTRACT COMPLETED...: APPROX. COMPLETION DATE SEPT 15th
APPROX. ACCEPTANCE DATE "
FINAL CONTRACT PRICE $ $323,769

2. IF CONTRACT UNCOMPLETED.: PROBABLE COMPLETION DATE _____
APPROX. % OR $ AMOUNT OF CONTRACT COMPLETED _____
DO YOU KNOW OF ANY UNPAID BILLS FOR LABOR OR MATERIAL? YES____ NO X

3. REMARKS : (IF ANY) Good JOB

SIGNATURE .....: _____ DATE 10/5/95
PRINT NAME & TITLE: LEONARD A. SMALLY

****

PLEASE RETURN ORIGINAL TO: St. Paul/Seaboard
Manager, Indianapolis Branch
5875 Castle Creek Parkway N. Dr.
P.O. Box 50098, Suite 291
Indianapolis, IN 46250
(317)576-0390

DIARY DATE: 1/02/1996
SEQ#: 16

M E M O R A N D U M

DATE: 10-02-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK

The flagpole light, gate and fountain are in working order.

Cliff Truitt and I spoke to a Mote scientist regarding water quality and algae for Goldfish (Carp). The pond will probably be suitable and the fish eat the algae which has clogged the fountain several times. The only way to be sure is to introduce a few fish and see if they live.

There are ducks in the pond now. I am expecting a call-back from Sarasota Jungle Gardens. They have ducks, swans, geese and flamingos. I will keep you informed.

/cmg

stated everything at DEP was being put in abeyance and delayed until next year.

No one else wished to be heard. The public hearing was continued to allow the public to be heard during the separate discussion of the Budget for District B to follow.

It was moved by Farber, seconded by Drohlich, to pass Ord. 95-16 adopting the Budget for the Longboat Key Beach Erosion Control District A for Fiscal Year 1995-96 on first reading.

Motion to pass Ord. 95-16 for District A carried unanimously on roll call vote: Farber, aye; Drohlich, aye; Sagman, aye; Metz, age; Green, aye; Patterson, aye.

95-16 Adopt Budget: Beach Erosion Control District B
Pursuant to published notice, the public hearing for discussion of the Budget for District B remained open. No one wished to be heard. The public hearing on Ord. 95-16 for Fiscal Year 1995-96 was closed.

It was moved by Sagman, seconded by Metz, to pass Ord. 95-16 adopting the Budget for the Longboat Key Beach Erosion Control District B for Fiscal Year 1995-96 on first reading.

Motion to pass Ord. 95-16 for District B carried unanimously on roll call vote: Sagman, aye; Metz, aye; Green, aye; Farber, aye; Drohlich, aye; Patterson, aye.

Ord. 95-16 was forwarded for second reading and public hearing at the 9-28-95 Special Meeting to be held at 5:01 P.M.

(No items were on the agenda for the following: VII. Ordinances - Second Reading and Public Hearing; VIII. Resolutions; IX. Other Public Hearings; X. Closing of Consent Agenda; XI. Action on Consent Agenda; XII. Unfinished Business; and XIII. New Business.)

(XVII. Public to be Heard was forwarded at this time.)

XVII. Public to be Heard
1. Durante Park Landscaping
Michael Lendrihas commented that Durante Park was gorgeous but suggested some buffer landscaping be placed around a lift station (located adjacent to the south of the Park) in an effort to obscure the unsightliness. Mr. Roberts responded that Phase III of the development of Durante Park would include completion of the trails and additional landscaping, so that area would be screened appropriately.

XIV. Town Attorney Comments
1. Update - Reserve Litigation
Town Attorney Persson reported that the court-ordered mediation between Reserve and the Town took place on 8-14-95 in an effort to settle the litigation; however, it ended in an impasse. He

MADDOX
&
ASSOCIATES
ARCHITECTS

SEP 12 1995
PUBLIC WORKS DEPT

September 1, 1995

Mr. Griff Roberts, Town Manager
Town of Longboat Key
501 Bay Isles Rd.
Longboat Key, FL 34228

RE: Joan M. Durante Community Park

Dear Mr. Roberts:

I understand from Len Smally that you have expressed a concern about the operation and design of the gate at the park entrance. I, too, am not satisfied with the current operation and design.

At the present time, the contractor is replacing the bolts in the wood posts with thru-bolts in an attempt to keep them from pulling out. If this does not work, we will replace the gates with a lighter weight gate. At the present time, I anticipate that this issue will be resolved within 2-3 weeks. Please rest assured that we will resolve the problem so there will be no long term maintenance on the gate.

As you know, the design of the gate as well as the installation is included in the overall contract for Phase II of the park and that there is no additional cost to the Town for this work.

If you have any questions, please do not hesitate to call.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

xc: Len Smally

PF3.40

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

facsimile
TRANSMITTAL

to: Carman
co: TLBK
fax #: 387-7016
re: Professional Services Supplement
date: September 11, 1995
pages: 2, including cover sheet.

Carman,

Following is the corrected front page to the Professional Services Supplement dated August 6, 1995 that I talked to you about earlier
Please see Mr. Smalley is made aware of it ASAP

Thanks,

From the desk of...

Lynn Knorps
Office Manager
Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

Hard Copy to Follow _____yes _____no

Professional Services Supplement

AIA Document G604 - *Electronic Format*

In accordance with the **AGREEMENT** dated: August 6, 1992

BETWEEN:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

and:

Maddox & Associates Architects, P.A.
1266 First Street, Suite 9
Sarasota, FL 34236

for the Project: 93012.03
(Insert Project name and address as it appears in the Agreement.)
Public Safety Complex
Longboat Key, FL

[X] authorization is (requested) (given)
(strike one)

[X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[X] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS: Provide design, bidding and construction administration for Joan M. Durante Community Park - Phase 3 according to the attached scope of work.

The following adjustments shall be made to compensation and time:
Compensation
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)
Maddox & Associates - Twelve Thousand Six Hundred Dollars ($12,600.00)
Landry & Esber - Nineteen Thousand Seven Hundred Dollars ($19,700)
David W. Johnston Associates - Twelve Thousand Dollars ($12,000.00).
Reimbursable Expenses - Four Thousand Dollars ($4,000.00).

Time:
(Insert provisions covering time of commencement and completion of authorized services as applicable.)
Work shall commence upon approval of this Professional Services Authorization. Design and Construction Plans shall be completed within one hundred eighty (180) days.

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TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA 34228
(813) 383-3721

PURCHASE ORDER 9517

DATE 09-07-95 PAGE 1 of 1

VENDOR 12494 TERMS 4% 10 DAY

REQ. NO. 22-95-075 DUE

P.O. TYPE CONFIRMING

remit:
P O BOX 10127
BRADENTON, FL 34282-0127

John Huffer 756-1871

WOODRUFF & SONS INC
PO BOX 10127
BRADENTON, FL 34282-0127

SHIP TO:
TOWN OF LONGBOAT KEY
PUBLIC WORKS DEPARTMENT
600 General Harris
Longboat Key, FL
34228

QUANTITY	UNIT	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Per invoice 12823, 8/25/95, Durante Park plaque and light		3133 00

RECORD OF PARTIAL PAYMENTS

DATE	AMOUNT	BALANCE	DATE	AMOUNT	BALANCE
		9/8/95	Comm. Foster		

APPROVED
9517 121007

TOTAL 3133.00

615.7500.572.6101 3,133.00

DEPARTMENT COPY

TOWN OF LONGBOAT KEY REQUISITION

C PO

____ REQUEST TO PAY ($500 or less; attach invoice)

____ QUOTATION ONLY

____ FORMAL BID (attach specs)

____ INCREASE PO

ACCOUNT #: 615 . 7500 . 572 . 6101 $ _____
#: _____ . _____ . _____ . _____ $ _____
#: _____ . _____ . _____ . _____ $ _____
#: _____ . _____ . _____ . _____ $ _____
#: _____ . _____ . _____ . _____ $ _____

DELIVER TO: _____

FINANCE USE:

Vend # _____

Inv # _____

Desc: _____

Net $ _____

Pay Date _____

Price Ckd _____

FINANCE APPROVAL: _____

DATE _____

QTY	DESCRIPTION	UNIT $	TOTAL $
	ADDITIONAL WORK AT DELANTE PARK		
	FURNISH & INSTALL 7 WAY LIGHTING		
	FURNISH & INSTALL CONCRETE BASE		
	AND PLAQUE PER ATTACHED		
	INVOICE # 12823		3133.00

ODRUFF and SONS, Inc.

BOX 10127 — BRADENTON, FLORIDA 34282-0127
(813) 756-1871

INVOICE NO. 12823
DATE 08-25-95
JOB NO. 2216

DEMOLITION • SITE DEVELOPMENT • SEWER and WATERLINE INSTALLATIONS

Town of Longboat Key
c/o Maddox & Associates, Architects
1266 First Street, Suite 9
Sarasota, FL 34236

Re: Durante Park

OK

AUG 8 1995

$2,093.00	Furnish & Install Flag Lighting	100%	$ 2,093.00
$1,040.00	Furnish & Install Concrete Base & Plaque	100%	1,040.00
	AMOUNT DUE		$ 3,133.00

SEP 1

1½% per month Service Charge will be added to all accounts over 30 days old.

facsimile
TRANSMITTAL

Bill

PLEASE APPROVE and forward to the Town for payment

John

to:	Mr. John Huffer
co:	Woodruff and Sons, Inc.
fax #:	755-1379
re:	Durante Park
date:	May 18, 1995
pages:	1, including cover sheet.

John -

Please note that the flagpole will be installed by June 7th. As you and I discussed recently, we would like for your electrician to install the flag lighting as indicated in P.R. 2, item 3. Total cost for lighting to be $2,093.00 as indicated in your letter dated February 10, 1995.

Also, as we discussed, please order the bronze plaque and prepare the concrete base. The wording will be as indicated on sketch SK-9, Plaque B issued with ASI #4 (except delete the word "March"). The concrete base shall be as indicated on sketch SK-8 issued with ASI #4. Total cost for plaque and concrete base to be $1,040.00.

Please schedule to have this work completed as soon after June 7th as possible.

If you have any questions, please call.

Bill

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

xc: Len Smally

CAF8.26

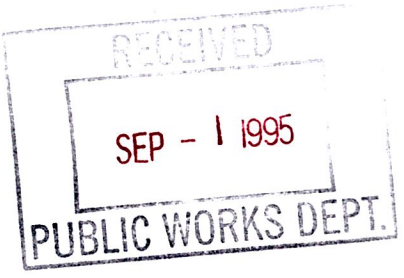
Hard Copy to Follow _____yes __X__no

MADDOX
&
ASSOCIATES

ARCHITECTS

August 29, 1995

Mr. Leonard A. Smally, P.E.
Director of Public Works
Town of Longboat Key
610 General Harris
Longboat Key, FL 34228



RE: Joan M. Durante Community Park

Dear Len:

I have received the attached invoice from Woodruff and Sons, Inc. for the flag lighting and the concrete base and plaque. As you know, these items were done as an additional service as directed in my fax to John Huffer dated May 18, 1995 (copy attached).

I have looked at the completed work and find it satisfactory for payment.

Please note that at the time I visited the site, the flag light was not working. After a phone conversation with John Huffer, it is my understanding that the light had received a lightning strike which burned out the ballast and bulb. John has ordered replacement parts and expects the light to be working by the end of the week.

If you have any questions, please call.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

attachment

WEM:bm

PF3.39

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

FOR 11th SEPT?

MADDOX
&
ASSOCIATES

ARCHITECTS

Tickler 8/25

RECEIVED
AUG - 3 1995
PUBLIC WORKS DEPT.

August 2, 1995

Mr. Leonard A. Smally, P.E.
Director of Public Works
Town of Longboat Key
610 General Harris
Longboat Key, FL 34228

RE: Joan M. Durante Community Park - Phase III
Fee Proposal

Void

Dear Len:

Thank you for your patience regarding our response to your request for a proposal on the above project. I apologize that it took so long.

The attached proposal is written as a supplement to the Owner/Architect Agreement on the Public Safety Complex (the same method as used on Phase 2 of the park).

The scope of work attached to the Supplement identifies all tasks as we understand them. It is possible that an exemption can be obtained for the SWFWMD Stormwater Permit. If this is possible, Landry & Esber's fee can be reduced by $3,550.00.

We anticipate all design and construction drawings can be complete within 90 days as indicated on the Professional Services Supplement. This, of course, does not include review time or permitting by the Town or other Agencies.

As indicated in the scope of work, an estimate will be prepared for your approval after design is complete but prior to beginning construction drawings.

If you are in agreement with the attached Professional Services Supplement, please have Mr. Roberts execute both copies and return one to our office.

PF3.01

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

If you have any questions about this proposal, please do not hesitate to call.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

attachment

Professional Services Supplement

AIA Document G604 - *Electronic Format*

In accordance with the **AGREEMENT** dated: August 6, 1992

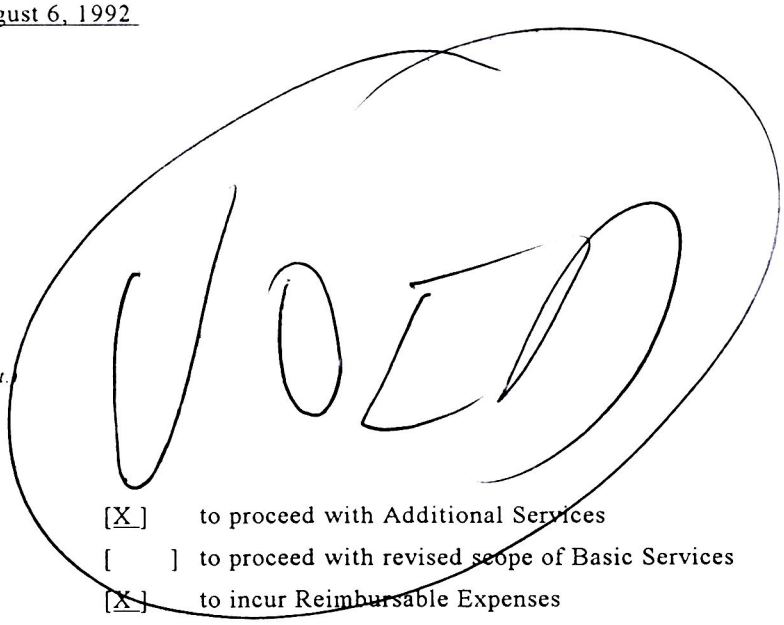
BETWEEN:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

and:

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

for the Project: 93012.03
(Insert Project name and address as it appears in the Agreement.)
Public Safety Complex
Longboat Key, FL



[X] authorization is (requested) ~~(given)~~
(strike one)

[X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[X] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS: Provide design, bidding and construction administration for Joan M. Durante Community Park - Phase 3 according to the attached scope of work.

The following adjustments shall be made to compensation and time.
Compensation:
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)
Maddox & Associates - Eleven Thousand One Hundred Sixty Dollars ($11,160.00).
Landry & Esber - Nineteen Thousand Seven Hundred Dollars ($19,700).
David W. Johnston Associates - Six Thousand Eight Hundred Dollars ($6,800.00).
Reimbursable Expenses - Four Thousand Dollars ($4,000.00).

Time:
(Insert provisions covering time of commencement and completion of authorized services as applicable.)
Work shall commence upon approval of this Professional Services Authorization. Design and Construction Plans shall be completed within ninety (90) days.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

William E. Maddox
(Signature)

William E. Maddox, AIA
President
(Printed name and title)

8/2/95
(Date)

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

(Signature)

Griff Roberts
Town Manager
(Printed name and title)

(Date)

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JOAN M. DURANTE COMMUNITY PARK
PHASE III

General

The scope of work outlined in the following pages is based on the Site Development Plan prepared and submitted by Landry & Esber Engineers - Surveyors dated 6/11/94 and approved by the Town of Longboat Key Commission.

ARCHITECTURE
BY
MADDOX & ASSOCIATES ARCHITECTS, P.A.

Design

Services:

The Architect shall coordinate the preparation of a master concept plan depicting design solutions for planting concepts, landscape, drainage, decorative grading for the shade house, buffers, path, boardwalks, docks, kiosk and related improvements which are consistent with the approved site plan. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Owner prior to preparation of working drawings.

Meetings Included:

1. The Architect shall attend two (2) meetings with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters. Maximum Four (4) hours total time.

Construction Plans

Services:

1. Architect shall coordinate the development of all construction plans and specifications prepared by the Architect and his Consultants.

2. Shade House drawings previously prepared during Phase II shall be revised for

rebidding.

3. Kiosk drawings shall be prepared for bidding.

4. Specifications for all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

1. The Architect shall attend two (2) meetings with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters. Maximum Four (4) hours total time.

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the Owner, Consultants and Contractor.

Meetings Included:

1. The Architect shall provide eight (8) site visits (maximum two (2) hours each) at intervals appropriate to the stage of construction or as otherwise agreed by the Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

CIVIL ENGINEERING
BY
LANDRY & ESBER

Southwest Florida Water Management District Stormwater Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the Management and Storage of Storm Water (MSSW) permit process with the Southwest Florida Water Management District (SWFWMD). Based upon the site plan supplied by OWNER, PROFESSIONAL shall prepare the SWFWMD permit plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), existing drainage plan, proposed conditions plan, boundary survey (supplied by OWNER), and drainage report. PROFESSIONAL shall prepare these documents, submit them, and respond to the SWFWMD staff comments to process the stormwater permit. Also, to prepare a response and assist the Town of Longboat Key in resolving the outstanding issues in the SWFWMD letter dated June 28, 1995 to the Town of Longboat Key.

Meetings Included:

1. One meeting with OWNER having a maximum duration of one hour to discuss the project's drainage concepts.
2. Two pre-application meeting with SWFWMD having a maximum duration of three hours each to discuss the project with staff.
3. One meeting with OWNER having a maximum duration of one hour to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD.

SWFWMD Dredge and Fill Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the permit process with the Southwest Florida Water Management District (SWFWMD) involving the dredging and/or filling of wetland areas. PROFESSIONAL shall prepare a permit, a cover sheet, vicinity plan, overall site plan, aerial photograph (from the appropriate County agency), and a detailed plan and section of each impacted area. The permit is more specifically for the construction of one dock, one boat ramp and boardwalk within wetland jurisdictional area.

Meetings Included:

1. One meeting with OWNER having a maximum duration of one hour to discuss the project's jurisdictional concepts.
2. One pre-application meeting with SWFWMD having a maximum duration of two hours to discuss the project with staff.
3. One meeting with OWNER having a maximum duration of one hour to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD.

Construction Plans

Services Provided:

PROFESSIONAL shall assist OWNER in the construction plan permitting process with the Town of Longboat Key (TLBK) in accordance with the requirements of the Longboat Key Building and Zoning Department and the Department of Public Works. PROFESSIONAL shall prepare the construction plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), detailed site plan,

utility system profiles, and detail sheets. PROFESSIONAL shall prepare these documents, submit them, and respond to the SWFWMD staff comments to process the construction permit.

Meetings Included:

1. One meeting with OWNER having a maximum duration of one hour to discuss the project's construction plan concepts.
2. One pre-design meeting with the Longboat Key Director of Public Works to discuss the project's construction plan concepts.

Deliverables:

1. One copy of the approved construction plans to OWNER.
2. Four copies of the construction plans to TLBK.
3. Four copies of any revised drawings to TLBK as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Construction Services

Services:

During construction based upon PROFESSIONAL'S recommendations, plans, or specifications, PROFESSIONAL shall provide a representative who shall be available to answer questions regarding the interpretation of the construction plans. PROFESSIONAL shall also review the shop drawings submitted by the contractor(s) involved, solely for their conformance with PROFESSIONAL'S design intent and conformance with information given in the construction documents. PROFESSIONAL shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions, and programs incidental thereto, all of which are the contractor's responsibility.

Meetings:

1. One pre-bid meeting with all bid list contractors to answer any questions concerning the plans.
2. Two meetings with the selected site contractor not to exceed three hours in length

to review the progress on a weekly basis.

3. One meeting with OWNER to provide a final walk through inspection to prepare a punch list.
4. One final inspection to verify that punch list items have been completed.

Deliverables:

1. One copy of all shop drawings after PROFESSIONAL'S review.
2. Two copies of all pay requests submitted by CONTRACTOR after PROFESSIONAL'S review.

Certifications

Services Provided:

Upon completion of construction, PROFESSIONAL shall submit the appropriate certifications required by the permitting agencies involved with this project. These certifications shall be submitted to the Southwest Florida Water Management District and the Town of Longboat Key.

Meetings Included:

1. There are no meetings included in this task.

Deliverables:

1. One copy of the certifications to OWNER.
2. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Mean High Water Line Survey

Services Provided:

PROFESSIONAL shall prepare a survey of the Mean High Water Line as defined in Chapter 177, Part II, Florida Statutes, in accordance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This procedure will require PROFESSIONAL to run a meander line along Sarasota Bay

and through dense vegetation to locate the Mean High Water Line elevation and tie in the location points to the boundary line.

Elevation will be controlled by a bench loop from the Coastal Construction Control Line monuments on Gulf of Mexico Drive.

In addition, PROFESSIONAL shall research historical records in an effort to verify that the channel shown on the Bailey-Dobson Subdivision Plat is not a natural water boundary, therefore affecting the Mean High Water Line location in this area.

In addition, Professional shall provide hydrographic soundings required for the permitting and plans proposed for other tasks within this Scope of Services.

Meetings Included:

1. Two telephone conversations with State of Florida Department of Natural Resources.

Deliverables:

1. One reproducible copy and three blue line copies of the certified boundary survey.

LANDSCAPE ARCHITECTURE
BY
DAVID W. JOHNSTON ASSOCIATES

Concept Plan

Services:

The Landscape Architect shall prepare a master concept plan depicting design solutions for planting concepts, landscape, and decorative grading for the shade house, buffers, path, and related landscape improvements. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Client prior to preparation of working drawings.

Meetings Included:

1. The Landscape Architect shall attend two (2) meetings with the Architect and representatives with the Town of Longboat Key to review drawings or to address project matters. Maximum Four (4) hours total time.

Construction Plans

Services:

1. Planting plans shall name, size and quantify all plantings proposed for the various aspects of the projects.

2. Irrigation plans shall detail the type, model, and location of all irrigation equipment; size pipes and provide such information as needed to install an automatic irrigation system.

3. Construction details for all walks, and such elements of the design solution proposed shall be provided as needed for construction.

4. Specifications: For all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

1. The Landscape Architect shall attend two (2) meetings with the Architect and representatives with the Town of Longboat Key to review drawings or to address project matters. Maximum Four (4) hours total time.

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the project director, landscape contractor and others responsible for work in the field.

Meetings Included:

1. The Landscape Architect shall provide Six (6) site visits (maximum two (2) hours each) at intervals appropriate to the stage of construction or as otherwise agreed by the Landscape Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Landscape Architect shall keep the Construction Manager or Owner's Representative informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

ADDITIONAL SERVICES RATE SHEET

MADDOX & ASSOCIATES ARCHITECTS, P.A.

Principal Architect	$90.00/hr
Project Architect	$80.00/hr
Staff Architect	$60.00/hr
Sr. Designer/Drafter	$50.00/hr
Designer	$42.00/hr
Specification Writer	$50.00/hr
Estimator	$75.00/hr
Drafter	$45.00/hr
Site Representative	$45.00/hr
Clerical	$30.00/hr

LANDRY & ESBER

Principal	$110.00/hr
Project Engineer	$70.00/hr
Project Surveyor	$70.00/hr
Senior Designer	$60.00/hr
Technician	$30.00/hr
Field Crew	$75.00/hr
Resident Project Representative	$50.00/hr

DAVID W. JOHNSTON ASSOCIATES

Principals	$75.00/hr
Sr. Associates	$65.00/hr
Associates	$45.00/hr
Drafting	$30.00/hr

Other Costs:

Travel and per diem, Autocadd plotting, blueprinting and reproduction, and all direct job related out-of-pocket expenses shall be reimbursable at cost.

MADDOX & ASSOCIATES
ARCHITECTS

9/1 TM - FYI

Contractor's cost 1 gate (±) $1500.

September 1, 1995

Mr. Griff Roberts, Town Manager
Town of Longboat Key
501 Bay Isles Rd.
Longboat Key, FL 34228

RE: Joan M. Durante Community Park

Dear Mr. Roberts:

I understand from Len Smally that you have expressed a concern about the operation and design of the gate at the park entrance. I, too, am not satisfied with the current operation and design.

At the present time, the contractor is replacing the bolts in the wood posts with thru-bolts in an attempt to keep them from pulling out. If this does not work, we will replace the gates with a lighter weight gate. At the present time, I anticipate that this issue will be resolved within 2-3 weeks. Please rest assured that we will resolve the problem so there will be no long term maintenance on the gate.

As you know, the design of the gate as well as the installation is included in the overall contract for Phase II of the park and that there is no additional cost to the Town for this work.

If you have any questions, please do not hesitate to call.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

cc: Len Smally

RE: 40

1266 FIRST STREET • SUITE 2 • SARASOTA, FL 34236
813/955-7550 • FAX 813/955-7560

M E M O R A N D U M

DATE: 08-30-95

TO: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

FROM: STEVE SCHIELD, PARKS & ENVIRONMENTAL OFFICER

SUBJECT: MADDOX & ASSOCIATES CONTRACT FOR PHASE III DURANTE PARK

I have attached the contract with my comments on it. My major concerns are the following:

1. Architectural Fee seems excessive for design of kiosk, dock and boardwalk (shade house done in Phase II).

2. Landscape Architectural Fee seems low for design of botanical garden. I checked with Phil Smith of David Johnston's office and he stated that the contract only covered buffers, pathways and areas around structure. The contract should include planting and irrigation plans for all open areas in the park, including both Phase II and Phase III parts of the park.

3. Canal Bridge not listed in design or permitting section of contract, but part of the approved site plan.

4. Dock, boardwalk, bridge drawing should be prepared for bidding.

/cmg

Professional Services Supplement

AIA Document G604 - *Electronic Format*

In accordance with the **AGREEMENT** dated: August 6, 1992

BETWEEN:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

and:

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

for the Project: 93012.03
(Insert Project name and address as it appears in the Agreement.)
Public Safety Complex
Longboat Key, FL

[X] authorization is (requested) ~~(given)~~
(strike one)

[X] to proceed with Additional Services

[ ] to proceed with revised scope of Basic Services

[X] to incur Reimbursable Expenses

OR

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services

[ ] of the need for other services

AS FOLLOWS: Provide design, bidding and construction administration for Joan M. Durante Community Park - Phase 3 according to the attached scope of work.

The following adjustments shall be made to compensation and time.
Compensation:
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)
Maddox & Associates - Eleven Thousand One Hundred Sixty Dollars ($11,160.00).
Landry & Esber - Nineteen Thousand Seven Hundred Dollars ($19,700).
David W. Johnston Associates - Six Thousand Eight Hundred Dollars ($6,800.00).
Reimbursable Expenses - Four Thousand Dollars ($4,000.00).

Fee is excessive; for design of kiosk, dock + boardwalk;

Time:
(Insert provisions covering time of commencement and completion of authorized services as applicable.)
Work shall commence upon approval of this Professional Services Authorization. Design and Construction Plans shall be completed within ninety (90) days.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA DOCUMENT G604 - PROFESSIONAL SERVICES SUPPLEMENT - AIA - COPYRIGHT 1993 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced under license number 296001956 and can be reproduced without violation until 2/4/96.

Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

William E. Maddox

(Signature)

William E. Maddox, AIA
President
(Printed name and title)

8/2/95
(Date)

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

(Signature)

Griff Roberts
Town Manager
(Printed name and title)

(Date)

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JOAN M. DURANTE COMMUNITY PARK
PHASE III

General

The scope of work outlined in the following pages is based on the Site Development Plan prepared and submitted by Landry & Esber Engineers - Surveyors dated 6/11/94 and approved by the Town of Longboat Key Commission.

ARCHITECTURE
BY
MADDOX & ASSOCIATES ARCHITECTS, P.A.

Design

Services:

The Architect shall coordinate the preparation of a master concept plan depicting design solutions for planting concepts, landscape, drainage, decorative grading for the shade house, buffers, path, boardwalks, docks, kiosk and related improvements which are consistent with the approved site plan. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Owner prior to preparation of working drawings.

Meetings Included:

1. The Architect shall attend two (2) meetings with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters. ~~Maximum Four (4) hours~~ total time.

Construction Plans

Services:

1. Architect shall coordinate the development of all construction plans and specifications prepared by the Architect and his Consultants.

2. Shade House drawings previously prepared during Phase II shall be revised for

rebidding.

3. Kiosk drawings shall be prepared for bidding.

4. Specifications for all technical areas of work as well as general conditions shall accompany the construction drawings.

Dock, Boardwalk, Bridge not listed for Bidding

Meetings Included:

1. The Architect shall attend two (2) meetings with the Consultants and representatives of the Town of Longboat Key to review drawings or to address project matters. Maximum Four (4) hours total time.

meetings as necessary

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the Owner, Consultants and Contractor.

Meetings Included:

1. The Architect shall provide ~~eight (8)~~ site visits (~~maximum two (2) hours each~~) at intervals appropriate to the stage of construction or as otherwise agreed by the Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

CIVIL ENGINEERING
BY
LANDRY & ESBER

Southwest Florida Water Management District Stormwater Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the Management and Storage of Storm Water (MSSW) permit process with the Southwest Florida Water Management District (SWFWMD). Based upon the site plan supplied by OWNER, PROFESSIONAL shall prepare the SWFWMD permit plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), existing drainage plan, proposed conditions plan, boundary survey (supplied by OWNER), and drainage report. PROFESSIONAL shall prepare these documents, submit them, and respond to the SWFWMD staff comments to process the stormwater permit. ~~Also, to prepare a response and assist the Town of Longboat Key in receiving~~ the outstanding issues in the SWFWMD letter dated June 28, 1995 to the Town of Longboat Key.

Meetings Included:

1. ~~One~~ meeting with OWNER ~~having a maximum duration of one hour to discuss~~ the project's drainage concepts.
2. Two pre-application meeting with SWFWMD having a maximum duration of three hours each to discuss the project with staff.
3. One meeting with OWNER having a maximum duration of one hour to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD.

SWFWMD Dredge and Fill Permit

Services Provided:

PROFESSIONAL shall assist OWNER in the permit process with the Southwest Florida Water Management District (SWFWMD) involving the dredging and/or filling of wetland areas. PROFESSIONAL shall prepare a permit, a cover sheet, vicinity plan, overall site plan, aerial photograph (from the appropriate County agency), and a detailed plan and section of each impacted area. The permit is more specifically for the construction of one dock, one boat ramp and boardwalk within wetland jurisdictional area.

Meetings Included:

1. ~~One~~ meeting with OWNER ha~~ving a maximum duration of one hour~~ to discuss the project's jurisdictional concepts.
2. One pre-application meeting with SWFWMD having a maximum duration of two hours to discuss the project with staff.
3. One meeting with OWNER having a maximum duration of one hour to discuss the permit conditions and requirements.

Deliverables:

1. One copy of the drainage plans and report to OWNER.
2. Four copies of drainage plans and report to SWFWMD.
3. Four copies of any revised drawings and report pages to SWFWMD as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work. Also, all permit review fees are paid directly by OWNER to SWFWMD.

Construction Plans

Services Provided:

PROFESSIONAL shall assist OWNER in the construction plan permitting process with the Town of Longboat Key (TLBK) in accordance with the requirements of the Longboat Key Building and Zoning Department and the Department of Public Works. PROFESSIONAL shall prepare the construction plan package which is to include a cover sheet, aerial photograph (obtained from the appropriate County agency), detailed site plan,

utility system profiles, and detail ~~sheets. PROFESSIONAL~~ shall prepare these documents, submit them, and respond to the SWFWMD staff comments to process the construction permit.

Meetings Included:

1. ~~One~~ meeting with OWNER ~~having a maximum duration of one hour~~ to discuss the project's construction plan concepts.
2. One pre-design meeting with the Longboat Key Director of Public Works to discuss the project's construction plan concepts.

Deliverables:

1. One copy of the approved construction plans to OWNER.
2. Four copies of the construction plans to TLBK.
3. Four copies of any revised drawings to TLBK as required by staff comments.
4. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Construction Services

Services:

During construction based upon PROFESSIONAL'S recommendations, plans, or specifications, PROFESSIONAL shall provide a representative who shall be available to answer questions regarding the interpretation of the construction plans. PROFESSIONAL shall also review the shop drawings submitted by the contractor(s) involved, solely for their conformance with PROFESSIONAL'S design intent and conformance with information given in the construction documents. PROFESSIONAL shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions, and programs incidental thereto, all of which are the contractor's responsibility.

Meetings:

1. One pre-bid meeting with all bid list contractors to answer any questions concerning the plans.
2. ~~Two~~ meetings with the selected site contractor ~~not to exceed three hours in length~~

to review the progress on a weekly basis.

3. One meeting with OWNER to provide a final walk through inspection to prepare a punch list.
4. One final inspection to verify that punch list items have been completed.

Deliverables:

1. One copy of all shop drawings after PROFESSIONAL'S review.
2. Two copies of all pay requests submitted by CONTRACTOR after PROFESSIONAL'S review.

Certifications

Services Provided:

Upon completion of construction, PROFESSIONAL shall submit the appropriate certifications required by the permitting agencies involved with this project. These certifications shall be submitted to the Southwest Florida Water Management District and the Town of Longboat Key.

Meetings Included:

1. There are no meetings included in this task.

Deliverables:

1. One copy of the certifications to OWNER.
2. All listed and unlisted deliverables are to be paid by OWNER as a reimbursable expense per the current rate schedule and are not included within the professional fees quoted to perform the work.

Mean High Water Line Survey

Services Provided:

PROFESSIONAL shall prepare a survey of the Mean High Water Line as defined in Chapter 177, Part II, Florida Statutes, in accordance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This procedure will require PROFESSIONAL to run a meander line along Sarasota Bay

and through dense vegetation to locate the Mean High Water Line elevation and tie in the location points to the boundary line.

Elevation will be controlled by a bench loop from the Coastal Construction Control Line monuments on Gulf of Mexico Drive.

In addition, PROFESSIONAL shall research historical records in an effort to verify that the channel shown on the Bailey-Dobson Subdivision Plat is not a natural water boundary, therefore affecting the Mean High Water Line location in this area.

In addition, Professional shall provide hydrographic soundings required for the permitting and plans proposed for other tasks within this Scope of Services.

Meetings Included:

1. Two telephone conversations with State of Florida Department of Natural Resources.

Deliverables:

1. One reproducible copy and three blue line copies of the certified boundary survey.

LANDSCAPE ARCHITECTURE
BY
DAVID W. JOHNSTON ASSOCIATES

Concept Plan

Services:

The Landscape Architect shall prepare a master concept plan depicting design solutions for planting concepts, landscape, and decorative grading for the shade house, buffers, path, and related landscape improvements. An analysis of construction costs shall accompany the plan. All budgets and plans shall be approved by the Client prior to preparation of working drawings.

Meetings Included:

1. The Landscape Architect shall attend ~~two (2) meetings~~ with the Architect and representatives with the Town of Longboat Key to review drawings or to address project matters. ~~Maximum Four (4) hours total time.~~

Construction Plans

Services:

1. Planting plans shall name, size and quantify all plantings proposed for the various aspects of the projects.

2. Irrigation plans shall detail the type, model, and location of all irrigation equipment, size pipes and provide such information as needed to install an automatic irrigation system.

3. Construction details for all walks, and such elements of the design solution proposed shall be provided as needed for construction.

4. Specifications: For all technical areas of work as well as general conditions shall accompany the construction drawings.

Meetings Included:

1. The Landscape Architect shall attend ~~two (2) meetings~~ with the Architect and representatives with the Town of Longboat Key to review drawings or to address project matters~~. Maximum Four (4) hours total time.~~

Construction Services

Services:

1. Assist in soliciting reliable competitive bids for all areas of work and reviewing same.

2. Provide in-office record keeping, review and recommend change orders, payment requests, and maintain written and telephone communications with the project director, landscape contractor and others responsible for work in the field.

Meetings Included:

1. The Landscape Architect shall ~~provide Six (6) site visi~~its (maximum two (2) hours each) at intervals appropriate to the stage of construction or as otherwise agreed by the Landscape Architect, in writing, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the work or to resolve continuing problems related to work performed which does not meet the contract document requirements. On the basis of such observations, the Landscape Architect shall keep the Construction Manager or Owner's Representative informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the contractor.

ADDITIONAL SERVICES RATE SHEET

MADDOX & ASSOCIATES ARCHITECTS, P.A.

Principal Architect	$90.00/hr
Project Architect	$80.00/hr
Staff Architect	$60.00/hr
Sr. Designer/Drafter	$50.00/hr
Designer	$42.00/hr
Specification Writer	$50.00/hr
Estimator	$75.00/hr
Drafter	$45.00/hr
Site Representative	$45.00/hr
Clerical	$30.00/hr

LANDRY & ESBER

Principal	$110.00/hr
Project Engineer	$70.00/hr
Project Surveyor	$70.00/hr
Senior Designer	$60.00/hr
Technician	$30.00/hr
Field Crew	$75.00/hr
Resident Project Representative	$50.00/hr

DAVID W. JOHNSTON ASSOCIATES

Principals	$75.00/hr
Sr. Associates	$65.00/hr
Associates	$45.00/hr
Drafting	$30.00/hr

Other Costs:

Travel and per diem, Autocadd plotting, blueprinting and reproduction, and all direct job related out-of-pocket expenses shall be reimbursable at cost.

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

8/25 FYI-SS

August 11, 1995

AUG 15 1995
PUBLIC WORKS DEPT.

William E. Maddox, AIA
Principal Architect
Maddox & Associates
1266 First Street
Suite 9
Sarasota, FL 34236

Re:Joan M. Durante Community Park Sign

Dear Bill:

I have reviewed your sketch of the subject sign.

While I do not wish to incur unnecessary expenses in the design of such a sign, I thought that you would have provided at least two different styles of signs that were compatible with the design of the park. Use of the pine posts are compatible with posts used for the gate, however, at this time that does not appear to be a compatible design, per se. (Please advise what you intend with regard to the gate, as it appears to be greatly over designed for its intended purpose and probably excessive in cost.)

On the subject of the sign, I wonder if it would be more attractive if the pilings for the gate were painted a color compatible with the sign. This would necessitate painting the pilings the same color as the sign, I suppose. I raise the question just to get your views not to predispose that they should be painted.

Finally, I intend to take this sign for final approval to the Town Commission and the earliest date would be September 28th.

Yours truly,

Griff Roberts

Griff Roberts
Town Manager

GHR/dhs

cc: Len Smally, Public Works Director

MADDOX & ASSOCIATES

ARCHITECTS

RECEIVED
AUG 11 1995
PUBLIC WORKS DEPT.

0219 To TM 8/11

August 11, 1995

Mr. Leonard A. Smally, P.E.
Director of Public Works
Town of Longboat Key
610 General Harris
Longboat Key, FL 34228

RE: Joan M. Durante Community Park

Dear Len:

Please find attached a revised design for the sign at Durante Park which has been reviewed by Dan Gaffney for compliance with the sign ordinance.

Once we receive approval for this design and the previously submitted budget, we can prepare final drawings for permit.

I understand that the Town Manager will be away on vacation beginning Monday. If you can get his approval today we can continue work while he is gone.

If you have any questions, please call.

Sincerely,

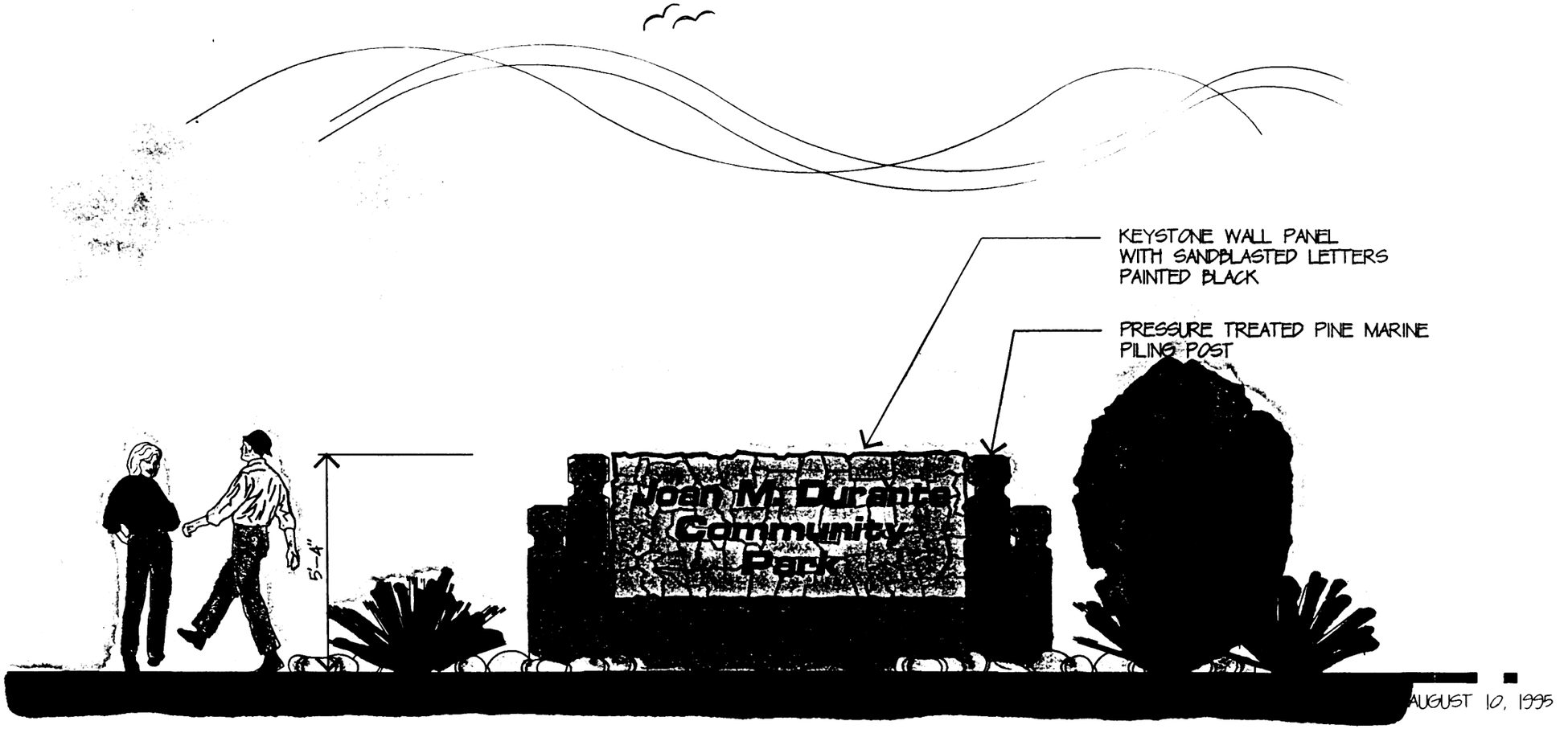
William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

attachment

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360



ELEVATION 3/8"=1'-0"

CONCEPT # 1.0

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORIDA

DAVID W JOHNSTON ASSOCIATES, INC LANDSCAPE ARCHITECTS 1487 SECOND STREET, SUITE E SARASOTA, FLORIDA 34236 (813) 366-3159

TOWN OF

LONGBOAT KEY

Incorporated November 14, 1955

Public Works

600 GENERAL HARRIS
LONGBOAT KEY, FL. 34228

Fax: (941) 387-7016

Phone: (941) 383-3721

FAX MESSAGE COVER

DATE: 2/7/95

TO: Mr. Roberts

FAX #

NUMBER OF PAGES INCLUDING COVER: 3

SENT BY: Len Smalley

MESSAGE/COMMENT:

PLEASE CALL IF YOU DO NOT RECEIVE ALL FAXED PAGES (941) 383-3721

To: Len
Bill Maddox
Sign and file

MEMORANDUM

DATE: 07-17-95

TO: Daniel Gaffney, Planning, Zoning & Building Director

FROM: Russell H Nowlen, Planning/Building Technician

SUBJECT: Joan M. Durante Park sign review

This review is for compliance with the new May 30, 1995 Sign Code.

The Joan M. Durante Park sign proposed by William E. Maddox appears to be a free standing double faced sign with its axis perpendicular to Gulf of Mexico Drive on a site 400 feet wide.

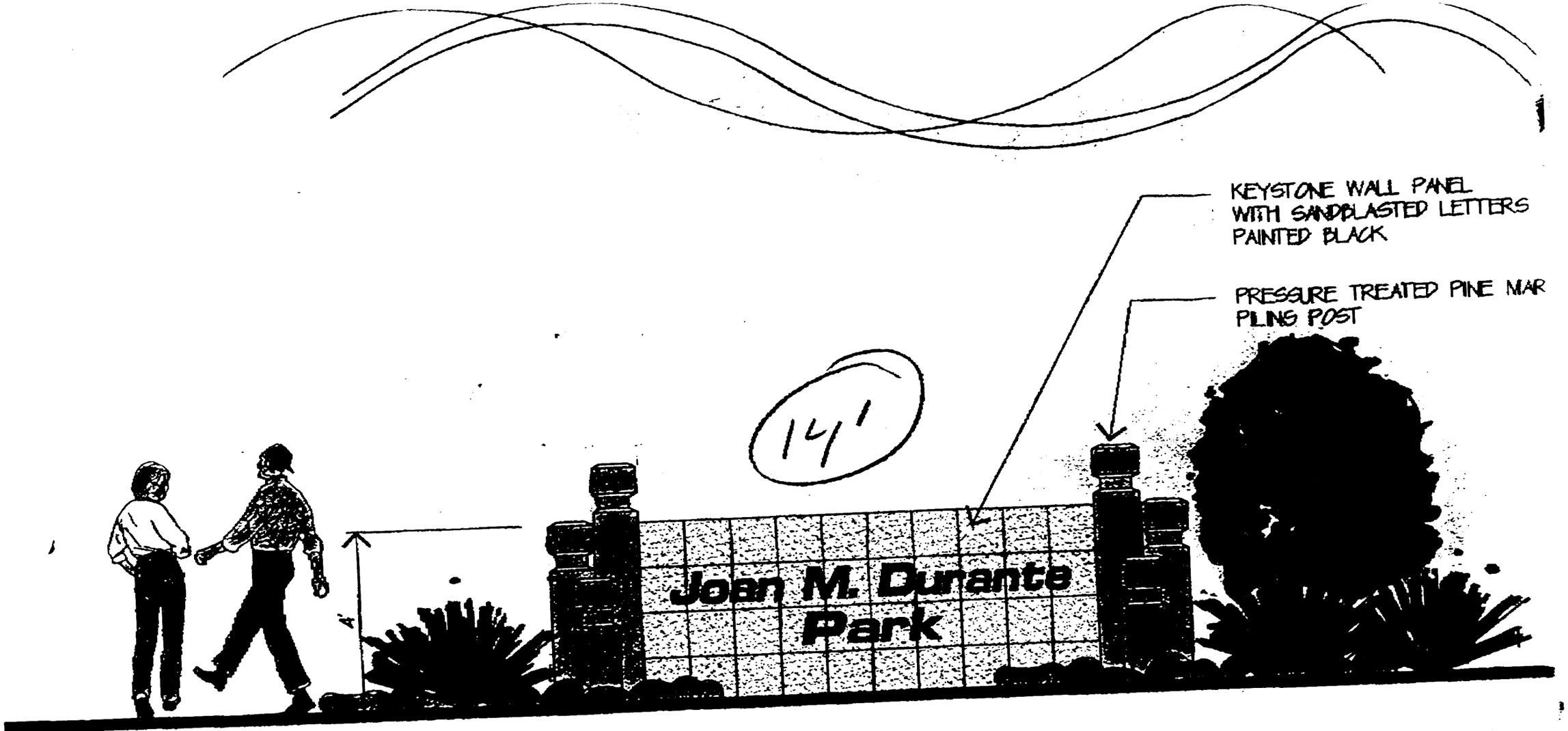
All appropriate views (top and side) and dimensions are required to be added to the drawing.

A site plan is required that indicates compliance with the placement and visibility standards.

DESCRIPTION	PROPOSED	PERMITTED
Size of sign (double faced)	*140 sq.ft.	64 sq.ft. Maximum
Size of structure	37.2 sq.ft.	64 sq.ft. Maximum
Height of sign and and structure	5'-4"	12' Maximum
Width of sign and structure	*14 feet	12 feet Maximum
Depth of sign and structure	*3 feet	1 foot
Color of sign and structure	*not indicated	3 colors maximum

* = nonconforming items. (estimate made w/out dimensions)

Note: The address (5550) in 6" high letters should be incorporated in the sign.



ELEVATION 3/8"=1'-0"

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORID

FAX TO TM

MADDOX
&
ASSOCIATES

ARCHITECTS

July 6, 1995

Mr. Len Smalley
Director of Public Works
Town of Longboat Key
610 General Harris
Longboat Key, FL 34228

RE: Durante Park

Dear Len:

As requested by the Town Manager, we have developed a design for a new sign at Durante Park. David W. Johnston Associates, Inc., who designed the sign, suggests a budget of between $5,000 and $6,000 for construction.

Please review the design with the Town Manager and let me know what your thoughts are.

Also, as requested, we are working on a design fee proposal for Phase 3 of Durante Park. Since there are multiple consultants involved, it is taking a little longer than anticipated to finalize the proposal. I will be on vacation next week, so, I anticipate the proposal will be ready during the week of the 17th.

If you have any questions, please let me know.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

RECEIVED
JUL - 7 1995
PUBLIC WORKS DEPT.

PF3.38

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

To: Ler Bill Maddox Signed file

MEMORANDUM

DATE: 07-17-95

TO: Daniel Gaffney, Planning, Zoning & Building Director

FROM: Russell H Nowlen, Planning/Building Technician

SUBJECT: Joan M. Durante Park sign review

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A site plan is required that indicates compliance with the placement and visibility standards.

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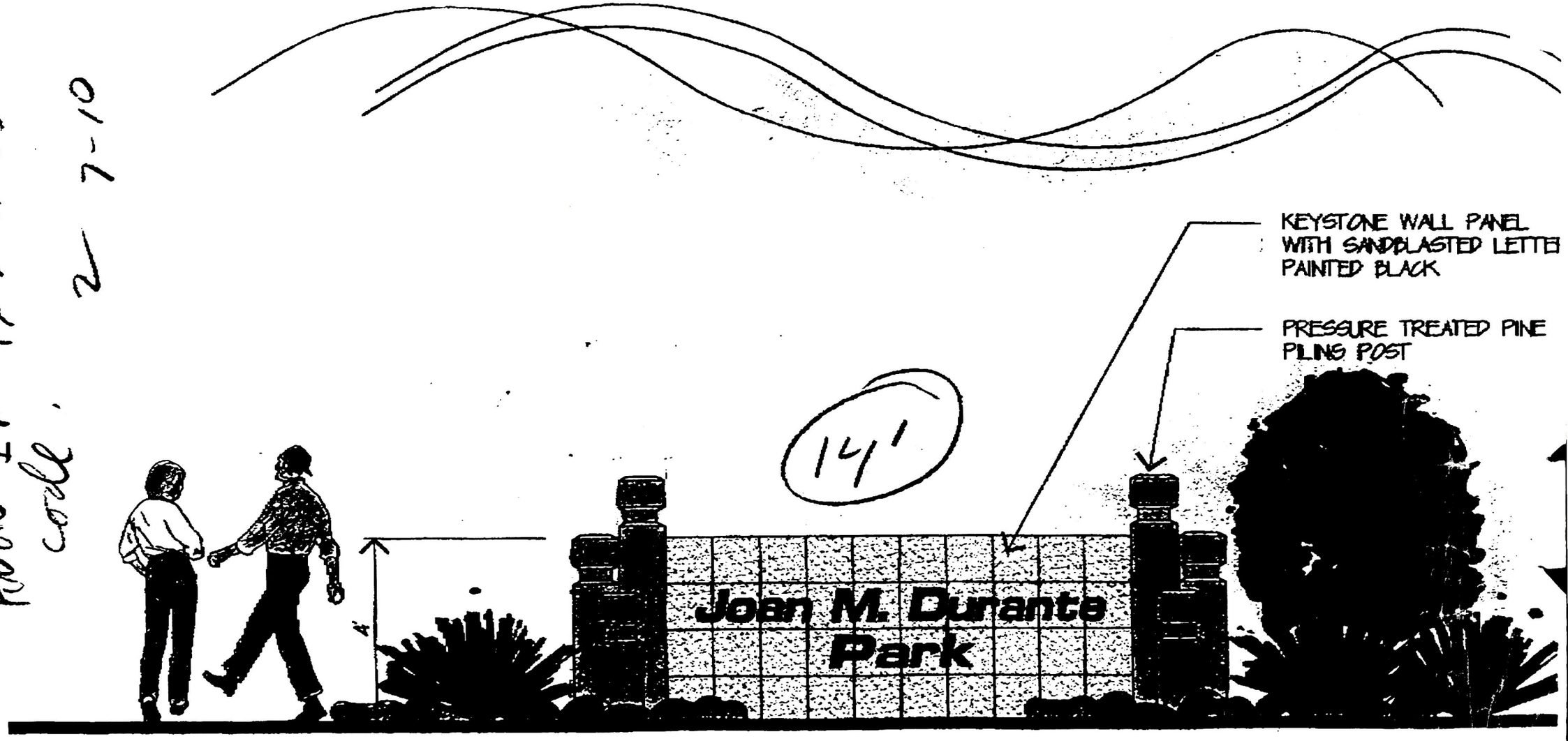
Depth of sign and structure	*3 feet	1 foot
Color of sign and structure	*not indicated	3 colors maximum

* = nonconforming items. (estimate made w/out dimensions)

Note: The address (5550) in 6" high letters should be incorporated in the sign.

J:PUBLIC WORKS
JUL-18-'95 TUE 10:39 ID: TEL NO: #962 P02

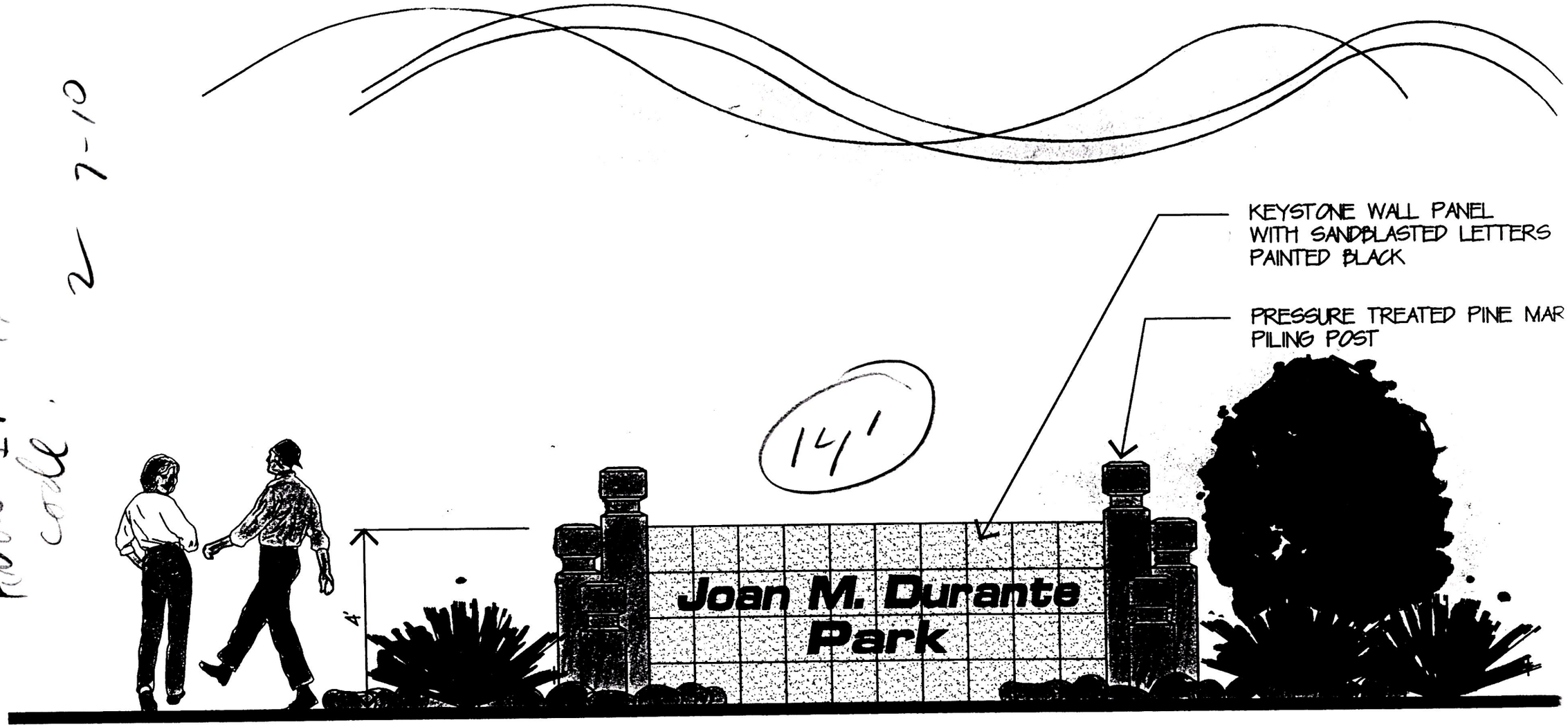
DAN - Please let me know IF this meets code. 2-7-10



ELEVATION 3/8"=1'-0"

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLOR

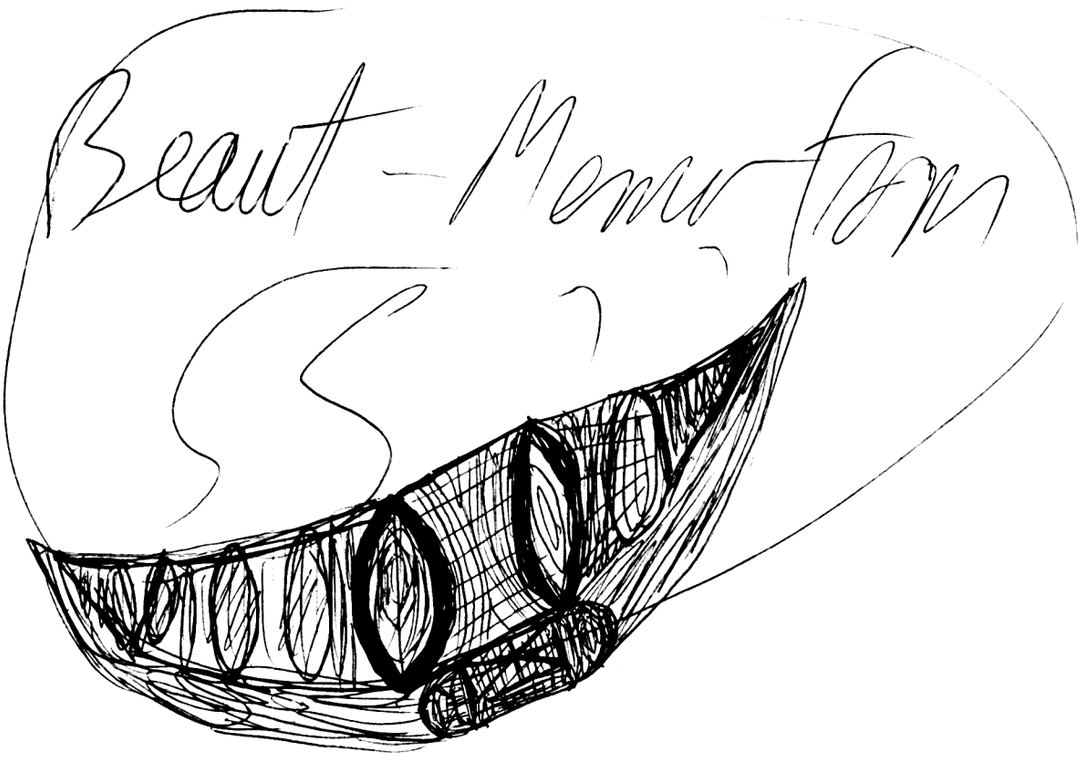
DAN - Please let me know IF this meets code.
2 7-10



ELEVATION 3/8"=1'-0"

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORID

1487 SECOND STREET SUITE E SARASOTA FLORIDA 34236 (813)


Beauty - Memorism

TOWN OF LONGBOAT KEY REQUISITION

____PO
X REQUEST TO PAY ($500 or less; attach invoice)
____QUOTATION ONLY
____FORMAL BID (attach specs)
____INCREASE PO

ACCOUNT #: 615 . 7500 . 572 . 4902 $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____
#:_____._____._____._____ $_____

DELIVER TO:_____

FINANCE USE:

Vend #_____

Inv #_____

Desc:_____

Net $_____

Pay Date _____

Price Ckd_____

FINANCE APPROVAL:

_____

DATE_____

QTY	DESCRIPTION	UNIT $	TOTAL $
	FLAG FOR DURANTE PARK per attached		130.00

DEPT. APPROVAL _____ **DATE** 8/10/95 **TOTAL $** 130.00

****

SPECIAL INSTRUCTIONS: _____attached enclosure, send with check
_____give check to_____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: the FLAGMAN quote:_____
address: 4405 17 St. Sarasota
phone:_____ fax:_____

vendor:_____ quote:_____
address:_____
phone:_____ fax:_____

vendor:_____ quote:_____
address:_____
phone:_____ fax:_____

208588

Customer's Order No. _____ DATE 8/7 19 95

SOLD TO Town of Longboat Key

ADDRESS _____

SALESMAN _____ TERMS _____

CASH	CHARGE	C O D.	PAID OUT	RETD. MDSE.	RECD ON ACCT.

QUAN	DESCRIPTION	PRICE	AMOUNT	
1	8'x12' Flag US		110	00
1	Flag Grommet		20	00
			130	00

THE FLAGMAN
4405 17th St.
Sarasota, FL 34235
(813) 371-6221

All claims and returned goods MUST be accompanied by this bill.

SIGNATURE _____

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

July 25, 1995

William E. Maddox, AIA
Maddox & Associates
1266 1st Street, Suite 9
Sarasota, FL 34236

Re: Proposal for Durante Park

Dear Bill:

This is a follow-up to my letter of May 5, 1995 requesting a proposal for Phase III, Durante Park.

I understand the complexities involved, the number of disciplines and the need for accuracy in your estimates. I believe, however, sufficient time has passed and we need to proceed with the next phase.

Please provide me with the information as soon as possible.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cmg
cc: Griff H. Roberts, Town Manager
Daniel Gaffney, Director
Planning, Zoning and Building Department

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

May 5, 1995

William E. Maddox, AIA
Maddox & Associates
1266 1st Street, Suite 9
Sarasota, FL 34236

Re: Durante Park, Phase III

Dear Bill:

Please provide me with a proposal for completion of Phase III, Durante Park. The proposal should provide a schedule of tasks, timeframe and costs for completion of all architecture, engineering, landscape architecture, construction, construction supervision and monitoring. The final product should also include a construction cost estimate. We would like to proceed with the project as soon as possible.

Thank you for your cooperation.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cmg
cc: Griff H. Roberts, Town Manager
Daniel Gaffney, Director
Planning, Zoning and Building Department

M E M O R A N D U M

DATE: 07-19-95

TO: Len Smally, Director of Public Works

FROM: Steve Schield, Parks And Environmental Officer

SUBJECT: DURANTE PARK MAINTENANCE

The Park is currently under an installation maintenance period thru the end of July by the landscape contractor, Turner Tree. They are responsible for all landscaped areas of the park. Because of the question of the plant loss responsibility we have been only mowing and doing trash pick-up.

With the rainy season starting and weeds quickly becoming established in the unplanted mulched areas, I contacted Turner two weeks ago to give me a price to treat all the mulch areas for weeds. The price was given to me last Tuesday of $258 and I immediately gave them the go ahead to do the work. They have promised to do by the end of this week. If they do not complete it by Friday morning I will have our crews complete it. The Town crews have removed all of the taller weeds in the park and removed the defective gate.

I contacted David Johnston's office about the revised gate design and I was told he will give the redesign to Woodruff and Son's this week. John Huffer from Woodruff told me that they should be able to reinstall the gate by the end of next week.

One final item that has been completed is that the replacement light bulb was installed today at the flag pole and the electrician has reported it is now working. We reinstalled the flag and I will double check it tonight after dark. John Huffer reported that the plaque should arrive July 30 and will be installed that week.

M E M O R A N D U M

DATE: 07-19-95

TO: Town Commission

FROM: Griff Roberts, Town Manager

SUBJECT: Durante Park Maintenance

As a follow-up to concerns expressed by you during our recent meeting regarding the appearance of Durante Park, this is to advise that I have directed staff to provide necessary maintenance so that the park has a pleasing appearance and to insure that this is done on a regular basis.

GHR/dhs

cc: Len Smally, Public Works Director



Chief Wayne C. McCammon
Longboat Key Police Dept.

MARY D:

NEED TO KNOW IF U.S. FLAG AT DURANTE PARK ENTRANCE HAS A LIGHT ON IT AFTER DARK.

YES SIR—
A GOOD LIGHT—

Mary #10

TOWN OF LONGBOAT KEY REQUISITION

____PO
____REQUEST TO PAY ($500 or less; attach invoice)
____QUOTATION ONLY
____FORMAL BID (attach specs)
X INCREASE PO

ACCOUNT #: 015 . 7500 . 572 . 6101 $ 625.00
#: ____ . ____ . ____ . ____ $ ____
#: ____ . ____ . ____ . ____ $ ____
#: ____ . ____ . ____ . ____ $ ____
#: ____ . ____ . ____ . ____ $ ____

DELIVER TO: ____

FINANCE USE:

Vend # ____
Inv # ____
Desc: ____
Net $ ____
Pay Date ____
Price Ckd ____
FINANCE APPROVAL: ____
DATE ____

QTY	DESCRIPTION	UNIT $	TOTAL $
	Additional 1 hour of grinding, 2 hr. Backhoe and 1 hr. Labor Saw Cutting trees to complete debris pile at Durante Park ~~for~~ for 1st. Phase of work.		
			9,625.00

DEPT. APPROVAL [signature] **DATE** 7/13/95 **TOTAL $** 9,625.00

****

SPECIAL INSTRUCTIONS: ____attached enclosure, send with check
____give check to ____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: Woodruff & Sons Inc. quote: ____
address: ____
phone: ____ fax: ____

vendor: ____ quote: ____
address: ____
phone: ____ fax: ____

vendor: ____ quote: ____
address: ____
phone: ____ fax: ____

WOODRUFF and SONS, Inc.

P. O. BOX 10127 — BRADENTON, FLORIDA 34282-0127
(813) 756-1871

INVOICE NO. 12250
DATE 02-14-95
JOB NO. 95-03
P.O. NO. 9085

DEMOLITION • SITE DEVELOPMENT • SEWER and WATERLINE INSTALLATIONS

Town of Longboat Key
Attn: Steve Schield
501 Bay Isles Road
Longboat Key, FL 34228

Wood Gringing & Mobilization
Durante Park

100 %	Mobilize	Lump Sum	$ 300.00
21 Hrs.	Wood Grinder and Backhoe With Grapple	$435.00/HR	9,135.00
2 Hrs.	225 Backhoe - Remove Trees	85.00/HR	170.00
1 Hr.	Labor - Saw Cutting Trees	20.00/HR	20.00
	AMOUNT DUE		$ 9,625.00

1½% per month Service Charge will be added to all accounts over 30 days old.

JUL-11-95 TUE 17:21 WOODRUFF FAX NO. 9417551379 P.02

TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA 34228
(813) 383-3721

PURCHASE ORDER 9085

DATE 01-03-95 PAGE 1 of 1

VENDOR 12494 TERMS 4% 10 DAY

REQ. NO. 22-95-022 DUE 01-20-95

P.O. TYPE NONCONFIRMING

Remit:
P O BOX 10127
BRADENTON, FL 34282-0127

Roy Woodruff 756-1871

WOODRUFF & SONS INC
PO BOX 10127
BRADENTON, FL 34282-0127

FAXED
756 1871

SHIP TO:
TOWN OF LONGBOAT KEY
PUBLIC WORKS DEPARTMENT
600 General Harris
Longboat Key, FL
34228

QUANTITY	UNIT	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Blanket purchase order to cover wood grinding on site (at 5550 Gulf of Mexico Drive) per terms of written quotation 1/3/95. NOT TO EXCEED 20 hours at $435.00 per hour, plus mobilization		8700.00
			Mobilization cost per quotation.		300.00

RECORD OF PARTIAL PAYMENTS

DATE	AMOUNT	BALANCE	DATE	AMOUNT	BALANCE
	7/3/95				

APPROVED
9085 041002

TOTAL 9000.00

615.7500.572.6101 9,000.00

DEPARTMENT COPY

ISSUED TO: LEN
ISSUED FROM: DEBORAH
TO: TERRY.S
FROM: DEBORAH
SUBJECT: Woodruff Performance Bond

DATE :07 JUL 1995
TIME: 09:13 AM
DATE: 07 JUN 1995
TIME: 09:09 AM

Looks like there is approximately 25000 balance on the Durante Park Po - have you any information from Len as to whether Woodruff met requirements of Performance Bond and whether the project is complete and bond is due to be returned to vendor?
Thanks, Deborah

cc: 07 JUN 1995 09:09AM LEN
07 JUL 1995 09:13AM TERRY.S

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

June 29, 1995

Mr. Len Smally
Public Works
600 General Harris
Longboat Key, FL 34228

Re: Durante Park

Dear Mr. Smally:

It has come to my attention that Bill Maddox is holding our April Payment Request for uncompleted work.

I can only assume that he is referring to the Entry Gates. There is a design problem with the brackets that attach the gates to the king post, the lag bolts pulled out because of the weight of the gates. David Johnston is working on a revised design. This is not a Woodruff & Sons, Inc. problem. With $8,566.54 still in retainage, we see no reason for holding our payment.

Please see what can be done to expedite our payment.

Sincerely,

John O. Huffer

JOH/kd

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

FAX COVER LETTER

Date: June 29, 1995

Please deliver the following pages to:

Name Len Smally

Firm Public Works

City Longboat

FAX #: 387-7016

From:

Name John Huffer

Telephone No. 941-756-1871

FAX #: 941-755-1379

Total number of pages including cover page 2.

If you do not receive all the pages, or if they are not legible, please call.

Comments:

No date on the plaque yet. The only thing the foundry will tell us is 4-6 weeks, we will keep you updated

MINUTES OF THE SPECIAL MEETING OF THE LONGBOAT KEY TOWN COMMISSION, JUNE 22, 1995, AT 5:01 P.M.

Present: Mayor Patterson, Vice-Mayor Drohlich, Commissioners Farber, Metz, Green

Absent: Commissioners Gotthainer and Sagman; Town Manager Roberts

Also Present: Administrative Services Director Hubbard (as Acting Town Manager), Town Attorney Persson, Planning, Zoning and Building Director Gaffney, Public Works Director Smally, Town Clerk Arends, Deputy Clerk Celentano

The Special Meeting was called to order in the Longboat Key Town Commission Chambers, 501 Bay Isles Road, at 5:01 P.M.

(Public to be Heard was forwarded to this point of the meeting.)

VIII. Public to be Heard

1. Request for Replacement of Joan M. Durante Park Sign

James P. Durante, 565 Sanctuary Drive, expressed his appreciation to the Town Commission for the results of the Joan M. Durante Park. He asked that the sign at the entrance of the park be replaced; the sign should be comparable to the aesthetic character of the Park. He reported that in a recent conversation with the Town Manager he had been assured the sign replacement was under consideration.

I. Resolutions and Public Hearings

1. Resolution 95-21, Approving a Site Plan Amendment for Wedebrock Real Estate to Allow for Construction of an Addition to the Existing Building at 6350 Gulf of Mexico Drive

Mayor Patterson reported Res. 95-21 would not be considered at this meeting because the Planning and Zoning Board, at their 6-20-95 meeting, had requested additional information before making a recommendation to the Town Commission.

Michael Furen, attorney representing Wedebrock Real Estate, stated he strenuously objected to the Town Commission's not considering the site plan amendment at this meeting. He reported he had stipulated his recommended Conditions to the Planning, Zoning and Building staff; the P&Z Board had chosen not to accept his stipulations, and it was his opinion that the P&Z Board went beyond its responsibility in requiring additional information the Town staff had determined was not needed; staff had found the application to be complete and the P&Z Board should have acted upon the application as submitted. He stated the delay was causing damage as a result of the inaction of the P&Z Board.

2. Resolution 95-22(D5), Approving a Site Plan Amendment for the Tencon Beach Condominium to Allow for Construction of a Five-Story

M E M O R A N D U M

DATE: 06-29-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: SIGN AT DURANTE PARK

Reference Town Manager Assignment 00747.

Bill Maddox advised today that we will have a drawing and budget of the proposed replacement sign by July 6th.

/cmg

To: CARMEN
By: ANNE
From: BILL MADDOX
Company:
Phone #: 356-8944 (CAR PHONE)
Message: HE WILL BE IN HIS CAR FOR ANOTHER 30-40 MINUTES.

Date: 03:23 PM
Time: 06/29/95

Action:
Returned Call

Call Back

6/29/95
V'd w/ David Johnston
will have drawing
+ Budget &
proposed
sign
1 week from
today

M E M O R A N D U M

DATE: 05-05-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK FLAGPOLE

I recently received correspondence from Bill Maddox regarding the flagpole. We agreed that:

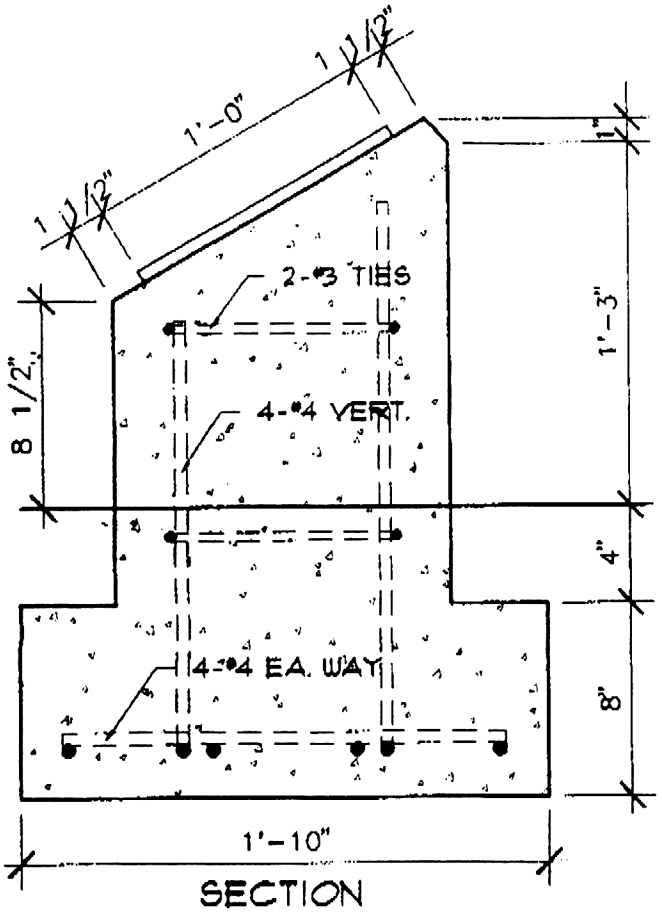
1. Woodruff, via a change order on their contract, would build the small concrete plaque base and obtain the plaque (see attached). The base is identical to the base they constructed for the plaque by the pavilion.

2. Town crews will construct the concrete foundation and set the flagpole. Bill Maddox will send us a shop drawing so that we may begin.

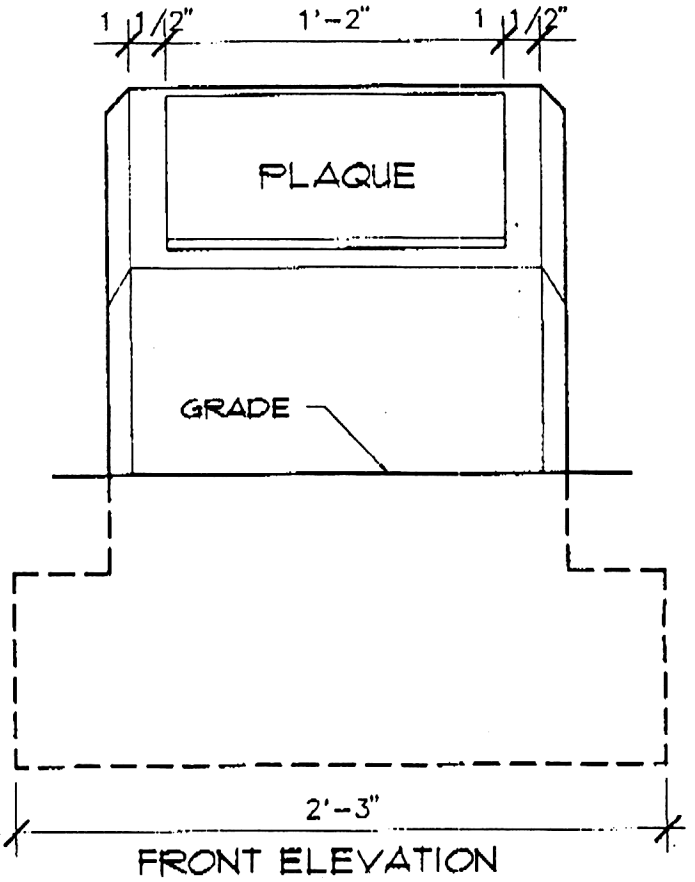
/cmg

Neal Ebert

RECEIVED
MAY 5 1995
TOWN MANAGER

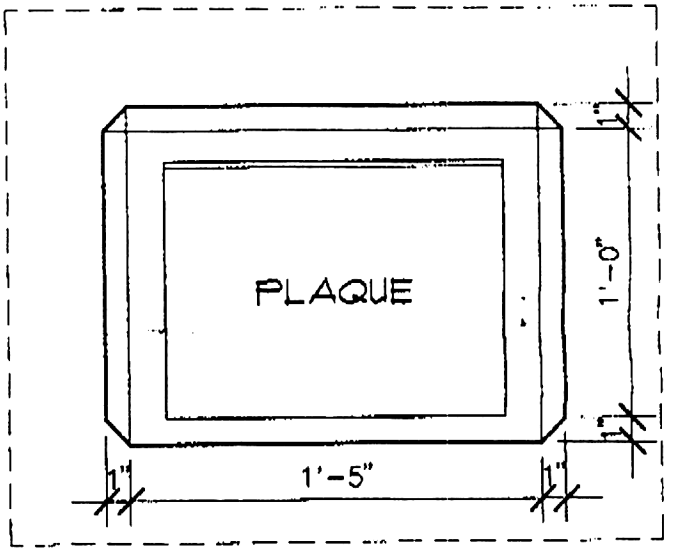


SECTION



FRONT ELEVATION

NOTE:
SEE SK-9 FOR TEXT
ON PLAQUES



PLAN

MADDOX & ASSOCIATES
ARCHITECTS

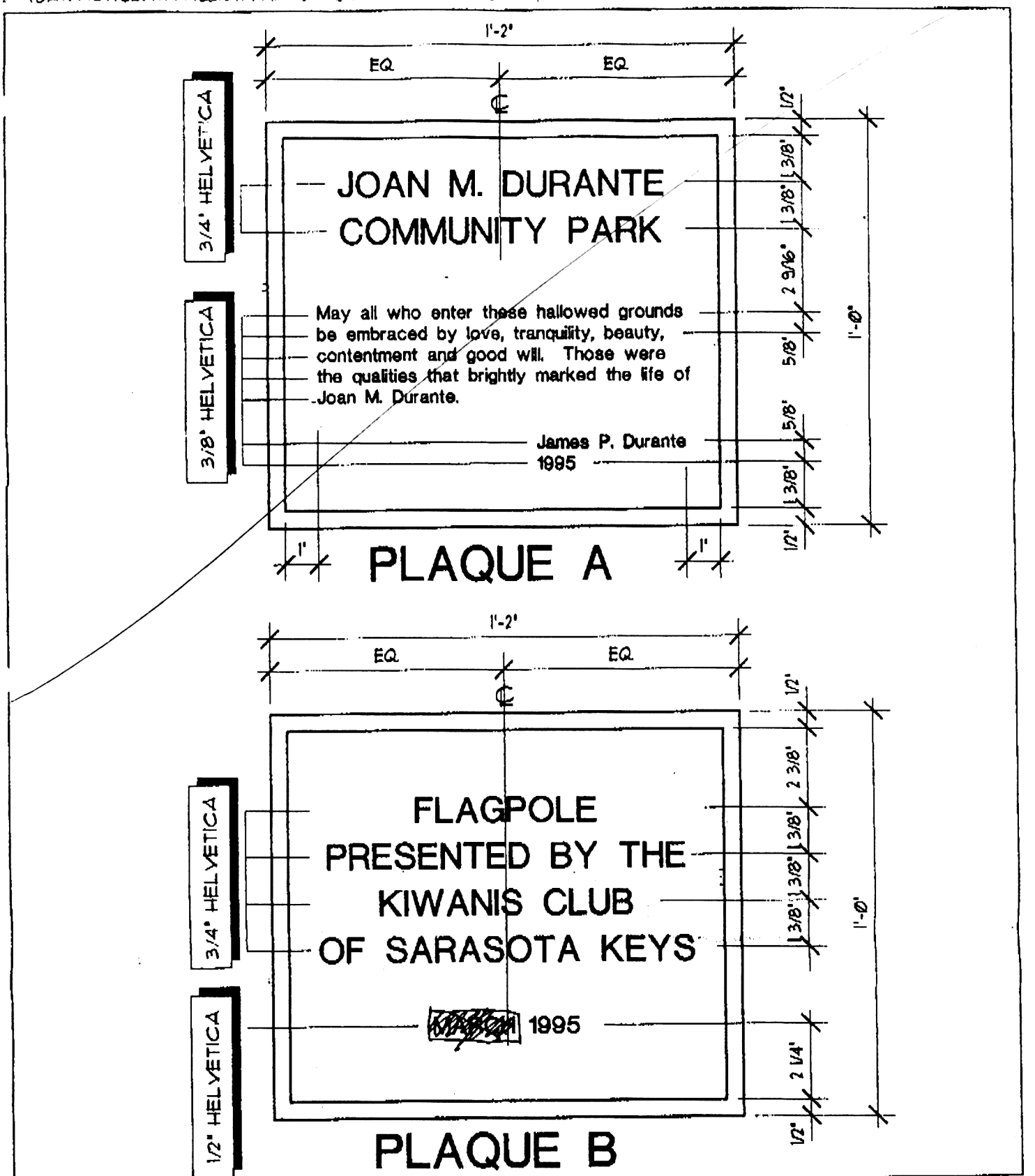
PLAQUE BASE

PROJECT NO.	9302.02
DATE:	3/1/93
DRAWN BY:	WEM
CHECKED BY:	WEM
SCALE:	1-1/2"=1'-0"
SHEET NO.	SK-8

NO. - DATE - REVISION

ISSUED W/ ASI 4

F:\DATA\DWGDATA\TLBK\PARK\CA\SK9 2-6-95 2:25:44 pm EST



MADDOX & ASSOCIATES
ARCHITECTS

PLAQUES

PROJECT NO.	[illegible]
DATE:	2/1/95
DRAWN BY:	WEM
CHECKED BY:	WEM
SCALE:	3"=1'-0"
SHEET NO.	SK-9

NO. • DATE • REVISION

ISSUED W/ ASI 4

M E M O R A N D U M

DATE: 06-21-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: STATUS OF DURANTE PARK GATE

The Durante Park gate was installed by Woodruff during the week of June 12th. It immediately failed because the gate was apparently too heavy for the posts which support it. The designer of the gate, David Johnston, Registered Landscape Architects, (under Maddox), is working with Woodruff to rectify the problem.

/cmg

and pay the fee; for the aesthetics of the community, the sooner, the better.

The amendment failed on roll call vote: Metz, aye; Sagman, aye; Drohlich, no; Farber, aye; Gotthainer, no; Green, no; Patterson, no.

Motion to adopt Ord. 95-04, as amended, on second reading carried unanimously on roll call vote: Farber, aye; Drohlich, aye; Gotthainer, aye; Sagman, aye; Metz, aye; Green, aye; Patterson, aye.

2. Ordinance 95-09, Amending Chapter 92, Beaches and Parks, Prohibiting Activities in the Joan M. Durante Community Park
Ord. 95-09 was placed on second reading and public hearing by title only.

Pursuant to published notice, the public hearing was opened.

Mr. Roberts reported this action was necessary to address issues at Durante Park; staff recommended approval.

Catherine G. Fernald, 5920 GMD, stated that quite a number of children lived on St. Judes Drive and the Park was located in close proximity; therefore, the children naturally gravitated to that Park and should be allowed to play there; no one else seemed to use it.

Mr. Roberts stated the Ordinance only addressed those activities which were peculiar to Durante Park such as prohibition of skateboarding, rollerblading and the use of bicycles in the pavilion; there was no prohibition against children playing in the Park. Vice-Mayor Drohlich asked if one could use the facility for a private, catered party. Mr. Roberts stated no operating policies had been established for that but it could be done if the Commission were amenable to it.

No one else wished to be heard and the public hearing was closed.

It was moved by Metz, seconded by Farber, to adopt Ord. 95-09 on second reading. Motion carried unanimously on roll call vote: Metz, aye; Farber, aye; Sagman, aye; Green, aye; Drohlich, aye; Gotthainer, aye; Patterson, aye.

VIII. Resolutions

IX. Resolutions and Public Hearings
1. Resolution 95-18, Establishing Sign Permit Fees Pursuant to Chapter 156, Signs, Section 156.03(D), Fee Schedule
Pursuant to published notice, the public hearing was opened.

Mrs. Arends noted two minor changes to the text: in Section 1 the word "in" should be added between "shown" and "the FEE"; in Section 2 the title of the definition should read "Change to an Existing

bcc: Len Smalley

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

RECEIVED
JUN - 9 1995
PUBLIC WORKS DEPT.

June 8, 1995

Mr. James P. Durante
565 Sanctuary Drive, A103
Longboat Key, FL 34228

Re: Joan M. Durante Community Park

Dear Mr. Durante:

As a follow-up to your inquiry, the flagpole will be installed immediately and the plaque is already on order. I will advise you when the plaque arrives.

The fountain in the park is on a timer and will not run continuously. You may recall that the primary function of this fountain is for aeration of the pond rather than beautification.

Please let me know if I can be of further service.

Yours truly,

Griff Roberts

Griff Roberts
Town Manager

GHR/dhs

RECEIVED
JUN - 7 1995
PUBLIC WORKS DEPT.

MADDOX & ASSOCIATES
ARCHITECTS

June 1, 1995
Invoice Number 16
Project 93012.02

TOWN OF LONGBOAT KEY
501 Bay Isles Rd.
Longboat Key, FL 34228

For: Durante Community Park

Professional Services: May 1, 1995 through May 31, 1995

FEE				
Total Fee	7,970.26			
Percent Complete	100.00	Total Earned		7,970.26
		Previous Fee Billing		7,970.26
		Current Fee Billing		0.00
CONSULTANTS				
Landscape Consultant				
05/31 dwja Landscape Archi Add Service			156.00	
Total Consultants			156.00	156.00
REIMBURSABLE EXPENSES				
Fax Transmissions				
05/31 FAX - Reimbursement May Expense			13.00	
Total Reimbursables	1.100	times	13.00	14.30
PROFESSIONAL PERSONNEL				
	Hours	Rate	Amount	
MADDOX, WILLIAM	1.5	80.00	120.00	
Add Service				
Total Labor	1.5		120.00	120.00
		TOTAL THIS INVOICE		290.30
OUTSTANDING INVOICES				
No. 00015 05/08/95	5,391.19			
Total	5,391.19			5,391.19
		TOTAL NOW DUE		5,681.49

Approved by William E. Maddox
William E. Maddox - Principal

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

06/05/95

STATEMENT

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

Attention: Len Smalley
Reference: Joan M. Durante Community Park
Job No.: 93012.02

Town of Longboat Key
501 Bay Isles Rd.
Longboat Key, FL 34220

For Professional Services through April 30, 1995

PHASE	PROJECT BUDGET	PRIOR CHARGES	CURRENT BILLING	REMAINING BUDGET
Arch. SPR & Design	$6,351.00 *	$6,351.00	$0.00	$0.00
Arch. Const. Plns.	$6,080.00 **	$6,080.00	$0.00	$0.00
Arch. Const. Serv.	$1,890.26 **	$1,890.26	$0.00	($0.00)
Civil SPR	$2,400.00	$2,400.00	$0.00	$0.00
SWFWMD Permit	$2,400.00	$2,400.00	$0.00	$0.00
FDOT Permit	$1,800.00	$1,800.00	$0.00	$0.00
NPDES Const. Permit	$600.00	$600.00	$0.00	$0.00
Civil Const. Plns.	$8,568.00	$8,568.00	$0.00	$0.00
Civil Const. Serv.	$3,600.00	$3,600.00	$0.00	$0.00
Civil Certifications	$1,344.00	$1,344.00	$0.00	$0.00
Civil Tree Survey	$5,496.00	$5,496.00	$0.00	$0.00
Landscape Const. Plns.	$5,604.00	$5,604.00	$0.00	$0.00
Landscape Const. Serv.	$2,136.00	$2,136.00	$0.00	$0.00
TLBK requested add service - Landscape	$1,752.00 ***	$1,752.00	$156.00	
TLBK requested add service - Architectural	$736.00 ***	$736.00	$120.00	
J. Blevins - Constr.	$454.42	$454.42	$0.00	
Reimbursables	$5,000.00	$4,676.45	$14.30	$309.25
	$56,211.68	$55,888.13	$290.30	$309.25
		'OUTSTANDING INVOICES	$5,391.19	
		TOTAL NOW DUE	$5,681.49	

* Hourly from 4/18/94 through 7/21/94
** Based on bid costs of welcome center pavilion and shade house x 8%
***Subject to increase as requested by Owner

5/23 STEVE

MEMORANDUM

DATE: 05-16-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DEBRIS PILE AT DURANTE PARK

A large pile of roots and stumps mixed with sand is located in the back of Durante Park at the end of Gulf Bay Road. The pile was accumulated during the clearing of the park. It is not visible to the public but lately the site has been illegally dumped on. I believe the pile encourages others to put trash there. Mulch and clean fill dirt are also located in this area, which will be used in Phase III of the Durante Park construction.

Town crews are cleaning up, chipping, etc. some of the trash and debris.

We are currently obtaining prices from Woodruff to help dispose of the debris. They have a "sifting" machine which would be ideal to separate the sand from the plant material. We may need to have the roots/stumps trucked off if they cannot be chipped or buried.

I request authorization for Durante Park funds (Account #615.7500.572.6101), not to exceed $5000, to sift and dispose of this material.

approved

5/19/95

/cmg
cc: Daniel Gaffney, Director
Planning, Zoning and Building Department
T. O. Sullivan, Finance Director

RECEIVED
MAY 23 1995
PUBLIC WORKS DEPT

RECEIVED
MAY 16 1995
TOWN MANAGER OFFICE

/cmg

RECEIVED
MAY 25 1995
PUBLIC WORKS DEPT

MEMORANDUM

DATE: 05-22-95

TO: GEOFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

RECEIVED
MAY 23 1995
TOWN MANAGER

SUBJECT: DURANTE PARK - DEBRIS, PILES, CHIPPING, ETC.

Attached is a Code Enforcement case form which I received from PZ&B. Attached also are pictures of several piles of debris.

There are three major piles and two smaller ones. The large piles of mulch (Photo 1) and debris (Photo 2) have been in the park since we finished clearing several months ago. The debris is the subject of my memo to you of May 16, 1995.

The fill/topsoil (Photo 3) was placed by APAC with my permission, after our consultant agreed we could use some fill for Phase III. According to Randy Fowler the fill may be permitted with approval of the Town Manager.

Photo 4 depicts a small pile of sand from PDG, a sub of APAC. They are installing the stoplights. There is a small amount of debris which we have asked DOT to have removed. This pile was dumped without our knowledge or permission.

Photo 5 shows a small amount of clippings which were brought to the site by Public Works and chipped immediately. The chips will be used in the park. Generally we try to do our chipping wherever we have trimmed branches. Sometimes, however, it is not reasonable or feasible to do the chipping "on location" and we have no other site to use our chipper.

To summarize:

1. We ask your approval for a small amount of chipping to be done at the rear of the park. This would be on a timely (weekly) basis. Eventually we would do the work at the Durante Park nursery behind Lift Station "D" with your approval.

2. We ask that you permit the fill/topsoil to remain. Note that the piles contain organics (grass, weeds, etc.). This time of year even clean fill would soon be covered with growth.

/cmg
enc.
cc: Daniel Gaffney, Director
Planning, Zoning and Building Department
Randy Fowler, Senior Code Enforcement Officer
Roy Wamsley, Utilities/Streets Superintendent
Steve Schield, Parks and Environmental Officer

M E M O R A N D U M

DATE: 05-22-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK - DEBRIS, PILES, CHIPPING, ETC.

Attached is a Code Enforcement case form which I received from PZ&B. Attached also are pictures of several piles of debris.

There are three major piles and two smaller ones. The large piles of mulch (Photo 1) and debris (Photo 2) have been in the park since we finished clearing several months ago. The debris is the subject of my memo to you of May 16, 1995.

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Photo 5 shows a small amount of clippings which were brought to the site by Public Works and chipped immediately. The chips will be used in the park. Generally we try to do our chipping wherever we have trimmed branches. Sometimes, however, it is not reasonable or feasible to do the chipping "on location" and we have no other site to use our chipper.

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/cmg
enc.
cc: Daniel Gaffney, Director
Planning, Zoning and Building Department
Randy Fowler, Senior Code Enforcement Officer
Roy Wamsley, Utilities/Streets Superintendent
Steve Schield, Parks and Environmental Officer

**** CODE ENFORCEMENT CASE as of 05-17-95 ****

CE CASE: ADD-0061-34522

site name.....
site address..... 5560 GULF OF MEXICO DR
unit..... PARK

violation..... 95.16 UNLAWFUL DEPOSITS

owner..... LONGBOAT KEY TOWN OF
501 BAY ISLES RD
LONGBOAT KEY FL 34228
owner phone.....

current status..... INSPECTION
received..... 05-11-95
closed.....
CEB number.....

ACTIONS TAKEN: ADD-0061-34522-5560 GULF OF MEXICO DR

1. OPEN on 05-11-95 by Fowler with follow-up due on 06-10-95
COMPLAINT RECEIVED-ROY WAMSLEY FROM THE P/W ADVISED THAT D.O.T WAS DUMPING ON THE REAR OF THE PARK

2. INSPECTION on 05-15-95 by Fowler with follow-up due on 05-25-95
NSPECTION OF THE SITE FOUND THAT LARGE PILES OF DIRT AND DEBRIS HAVE BEEN DUMP ON THE SITE ALONG WITH LARGE PILES FROM OTHER PROPERTYS HAVE BEEN DUMP AND ARE BEING STORED FOR DISPOSAL

WHEN APPROACHING THE SITE ON GULFBAY RD STOPPED LARGE DUMP TRUCK LEAVING THE SITE QUESTION THE DRIVER OF THE TRUCK ASKING HIM WHAT HE WAS DUMPING AND WHO HAD ALLOWED IT HE ADVISED THAT STEVE SCHIELD WAS THE PERSON HE WAS TOLD TO SEE AND THAT HE WAS WORKING FOR PDG COMPANY DOING THE ROAD (TRUCK WAS LETTER WITH PDG SIGNAGE)

TALK TO DAVE LOVETT ON SITE ASK HIM WHO HAD BEEN DOING ALL THE DUMPING ON THE SITE AND HE ADVISED THAT THE ROAD COMPANY HAD DUMP SOME FOR FILL AND THAT THE TOWN HAD BROUGHT IN SOME OF THE DEBRIS FROM TRIMMING SO IT COULD BE CHIPPED UP AND THAT STEVE WAS AWARE OF IT AND THAT HE WAS TOLD IT WAS OK

CONTACTED STEVE AND HE ADVISED THAT LENNY HAD ALLOWED THE DUMPING OF CLEAN FILL ON THE SITE



(1)



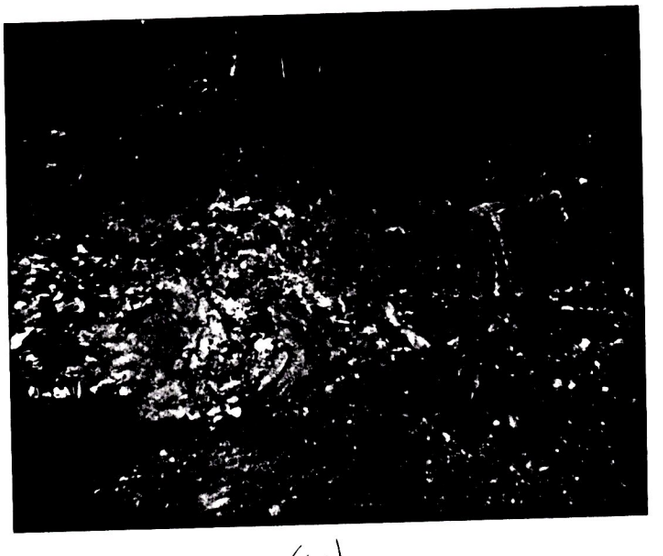
(3)



(2)



(5)



(4)

5/18/95

TO LEN

TIME 915 DATE 5/18

WHILE YOU WERE OUT

- ☐ URGENT!
- ☐ Returned your call
- ☐ Please call
- ☐ Will call again
- ☒ Telephoned
- ☐ Called to see you
- ☐ Wants to see you
- ☐ You'll know

M B.LL MADDOX

OF ref Flagman

PHONE ( ) quote

MESSAGE price looks good. also - Huffer says to install pole first then lighting

OPERATOR:

23-024—400 SETS 23-027—200 SETS

Post-it® Fax Note 7671	Date 5/18/95	# of pages ▶ 1
To LEN SMALLY	From BILL MADDOX	
Co./Dept.	Co.	
Phone #	Phone #	
Fax # 387-7016	Fax #	

facsimile TRANSMITTAL

to: Mr. John Huffer
co: Woodruff and Sons, Inc.
fax #: 755-1379
re: Durante Park
date: May 18, 1995
pages: 1, including cover sheet.

John -

Please note that the flagpole will be installed by June 7th. As you and I discussed recently, we would like for your electrician to install the flag lighting as indicated in P.R. 2, item 3. Total cost for lighting to be $2,093.00 as indicated in your letter dated February 10, 1995.

Also, as we discussed, please order the bronze plaque and prepare the concrete base. The wording will be as indicated on sketch SK-9, Plaque B issued with ASI #4 (except delete the word "March"). The concrete base shall be as indicated on sketch SK-8 issued with ASI #4. Total cost for plaque and concrete base to be $1,040.00.

Please schedule to have this work completed as soon after June 7th as possible.

If you have any questions, please call.

Bill

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

xc: Len Smally

CAF8.26

Hard Copy to Follow _____yes __X__no

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

February 10, 1995

Mr. Bill Maddox
Maddox & Associates Architects, P.A.
1266 First Street, Suite 9
Sarasota, FL 34236

Re: Joan M. Durante Park
Proposal Request No. 2

Dear Mr. Maddox:

PROPOSAL

1. Cost information to supply and install a 40' flag pole:

Flag pole (natural anodized finish)		$2,409.77
15% Overhead		361.47
Installation		550.50
	Total	$3,321.74

2. Cost information to install Owner's 40' flag pole:

Installation only	Total	$ 668.00

3. Cost information to supply and install Bronzelite light (Model GMA-6250-MH-SP) for flag pole:

(1) Bronzelite, including power feed		$1,820.00
15% Overhead		273.00
	Total	$2,093.00

Sincerely,

John O. Huffer
Woodruff & Sons, Inc.

JOH/jml

Appr

FYI - ANNUAL
ELEC $ EST FOR

1000 W BULB 7.5¢/KWH
(24)(365) = 8760 * ↑ = $657

500 W BULB 4¢/KWH
(24)(365) = 4380 * ↑ = $175

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

FAX COVER LETTER

DATE: Feb. 6, 1995

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Bill Maddox

FIRM: Maddox & Assoc.

CITY: Sarasota

FAX #: 955-7360

FROM:

NAME: John Huffer

TELEPHONE NO.: (813) 756-1871

FAX NO.: (813) 755-1379

TOTAL NUMBER OF PAGES INCLUDING COVER PAGE 1.

IF YOU DO NOT RECEIVE ALL THE PAGES, OR IF THEY ARE NOT LEGIBLE, PLEASE CALL.

COMMENTS: RE: Durante Park

Cost breakdown for Bronze Plaque & Concrete Base

Cost of Plaque w/Tax & overhead	$400.00
Cost to Precast Concrete Base	$350.00
Transport, Install base & Plaque	$290.00
Total	$1,040.00

facsimile
TRANSMITTAL

to: Mr. Frank McArdle
fax #: 383-7231
re: Kiwanis flagpole & plaque at Durante Park
date: February 13, 1995
pages: 4, including cover sheet.

Frank -

Please find the attached information provided by the contractor.

Let me know how the Kiwanis Club wants to proceed. I know the price is much higher than you expected.

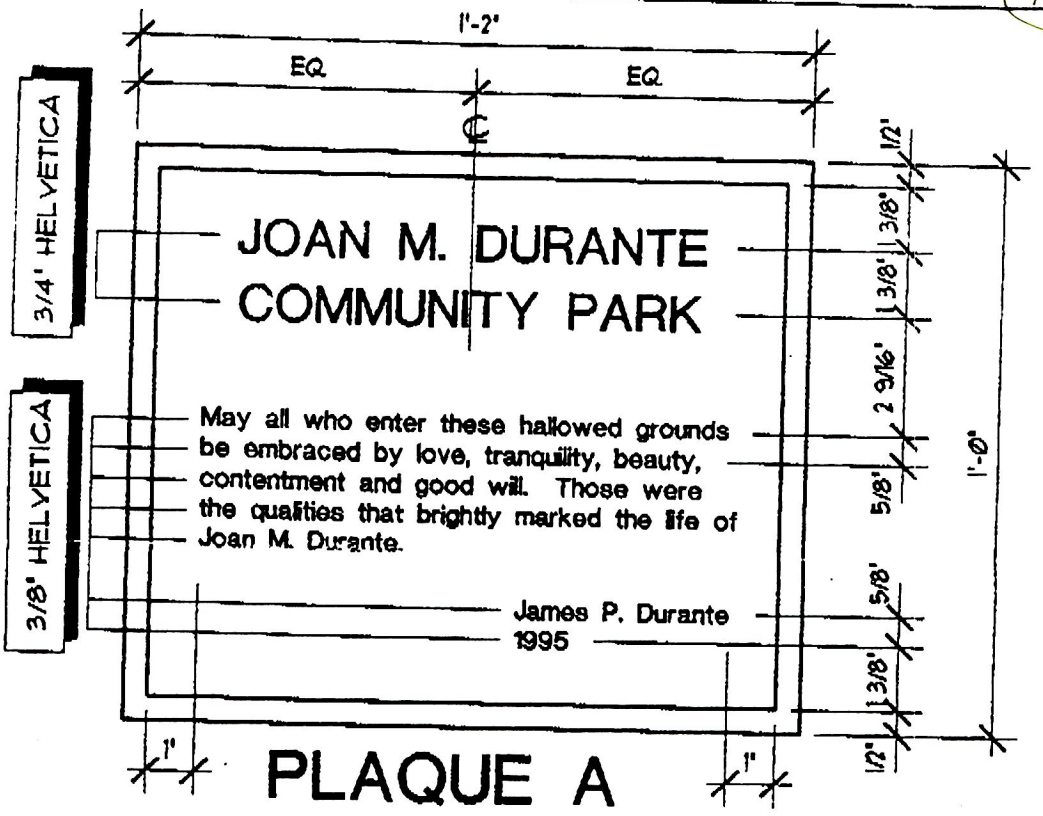
Thanks.

From the desk of...

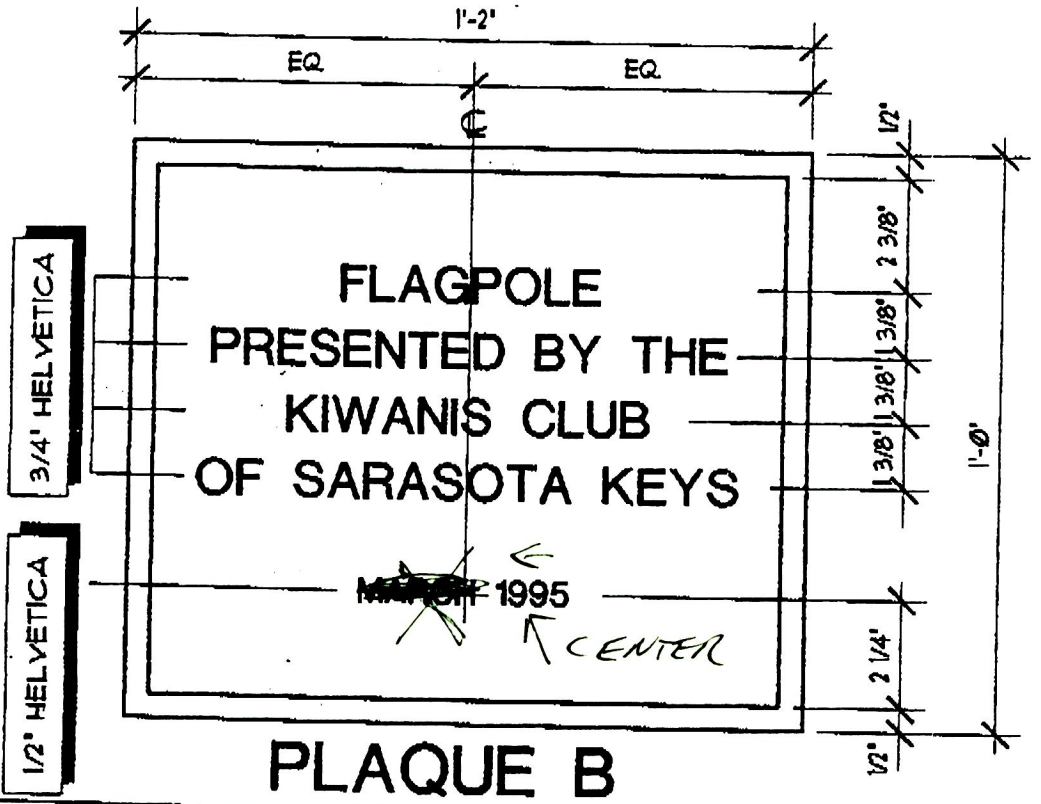
William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

755-1329



PLAQUE A



PLAQUE B

MADDOX & ASSOCIATES ARCHITECTS

PLAQUES

PROJECT NO.	
DATE:	
DRAWN BY:	
CHECKED BY:	
SCALE:	
SHEET NO.	SK-9

NO. • DATE • REVISION

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

Via FAX 3pm

May 17, 1995

Ned Ebert
The Flagman
4405 17th Street
Sarasota, FL 34235

Re: Durante Park Flagpole

Dear Ned:

This is your authorization to furnish one 40' flagpole, supervise the construction of the base and erection of the flagpole as outlined in your proposal dated May 15, 1995 for an amount not to exceed $2500.

Please let me know if there will be any deviation from the schedule outlined in the proposal.

Thank you for your cooperation.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cmg
cc: Griff H. Roberts, Town Manager
William E. Maddox, AIA

CRM 506

PROPOSAL

Page No. 1 of 1 Pages

THE FLAGMAN
4405 17th St.
Sarasota, FL 34235
(813) 371-6221

PROPOSAL SUBMITTED TO:	PHONE:	DATE: 5/15/95
NAME Town of Longboat Key	JOB NAME: Durante Park	
STREET	STREET:	
CITY	CITY:	STATE:
STATE		

We hereby submit specifications and estimates for:

1) Supply one 40' al flagpole with clear Anodized finish. Pole shall have an internal Halyard System. Specifications shall coincide with flagpole manufactured by Eder Flagpole and designated by EC 40 in spec sheets. Price includes 3 half days of supervision.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of: Twenty Five hundred dollars ($ 2500.00) with payment to be made as follows: Net 30 days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature Leonard A Smally

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature

LEONARD A SMALLY

Signature

5/15/95

Mr Smalley

Here is a tentative Schedule for installing the 40' flagpole

1) May 23 – Set foundation sleeve – 4 hrs
2) June 6th – put flagpole together – 4 hrs
3) June 7th – install flagpole – 4 hrs

Materials needed

1) Concrete – approx 49 cu ft
2) 3 bags of sand – dry
3) 4 tubes caulk
4) 1 gal bituminous paint

Any other questions please give me a call

Thank you

Ned Ebert

THE FLAGMAN

Established 1971

4405 17th Street Sarasota, FL 34235 (813) 371-6221

5/15/95

For: Jenny Smalley

3 pages including Cover Sheet

SEMINOLE FORM 806

PROPOSAL

Page No. 1 of 1 Pages

THE FLAGMAN
4405 17th St.
Sarasota, FL 34235
(813) 371-6221

PROPOSAL SUBMITTED TO:	PHONE:	DATE: 5/15/95
NAME: Town of Longboat Key	JOB NAME: Durante Park	
STREET:	STREET:	
CITY:	CITY:	STATE:
STATE:		

We hereby submit specifications and estimates for:

1) Supply one 40' al flagpole with clear anodized finish. Pole shall have an internal halyard system. Specifications shall coincide with flagpole manufactured by Eder Flagpole and designated by EC 40 in spec sheets. Price includes 3 half days of supervision.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of: Twenty Five hundred dollars ($ 2500.00) with payment to be made as follows: Net 30 days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned

Authorized Signature ELS Eder

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature _____

Date _____ Signature _____

5/15/95

Mr Smalley

Here is a tentative Schedule for installing the 40' flagpole

1) May 23 - Set foundation sleeve - 4 hrs
2) June 6th - put flagpole together - 4 hrs
3) June 7th - Install flagpole - 4 hrs

Materials needed

1) Concrete - approx 4.9 cu ft
2) 3 bags of sand - dry
3) 4 tubes caulk
4) 1 gal bituminous paint

Any other questions please give me a call

Thank You

Ned Ebert

371-6221 5/10 TM - FYI FX TO D.H.

facsimile
TRANSMITTAL

to: Mr. Len Smalley
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park
date: May 10, 1995
pages: 11, including cover sheet.

Len -

I have attached the specification which we prepared for the 40' flagpole.

Also attached is information from "The Flagman" who was going to provide the flagpole to Woodruff & Sons.

You may find it easier to send the specifications to "The Flagman" and ask him to confirm that his flagpole complies. If it does, contract with him to provide and install the flagpole.

Please note that it appears "The Flagman" was going to provide a 30' flagpole. The specifications call for a 40' flagpole.

I have spoken with John Huffer and he agreed to do the plaque and the lighting after the flagpole is set. I suggested that the work be handled with a separate invoice to TLBK rather than including it in the Durante Park contract. That way, the Durante Park contract can be closed out.

John indicated the gate should be installed by the end of the week.

If you need anything else, let me know.

Thanks.

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

PP3.37

Hard Copy to Follow _____yes __X__no

SECTION 10350 - FLAGPOLES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Flagpoles:
      a. Location of each flagpole is shown on drawings.
   2. Flagpole fittings and accessories.

B. Owner-Furnished Products: Refer to Division 1 for description of owner-furnished products affecting work of this section.

1.02 REFERENCES

A. AA DAF-45 -- Designation System for Aluminum Finishes; Aluminum Association; 1980.

B. AASHTO M 182-91I -- Standard Specification for Burlap Cloth Made from Jute or Kenaf; American Association of State Highway and Transportation Officials; 1991.

C. ASTM B 241/B 241M-93 -- Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube; 1993.

D. ASTM C 94-92a -- Standard Specification for Ready-Mixed Concrete; 1992.

E. ASTM C 171-92 -- Standard Specification for Sheet Materials for Curing Concrete; 1992.

1.03 PERFORMANCE REQUIREMENTS

A. Provide flagpole and anchorage system to comply with the following requirements:
   1. Flagpole with flag flying: Resist minimum wind velocity of 110 mph without permanent deformation, when flying appropriately sized flag.
   2. Flagpole without flag: Resist minimum wind velocity of 167 mph without permanent deformation.
   3. Safety design factor: 2.5.

1.04 SUBMITTALS

A. Product Data: Submit for each type of flagpole required. Include data for fittings and accessories.

B. Shop Drawings: Show configuration of flagpoles and bases. Detail jointing, anchorage, and support systems. Show

finishes, and flagpole fittings and accessories.

C. Manufacturer's Instructions: Submit for each product specified in this section. Include instructions for examination, preparation, and protection of adjacent work.

D. Maintenance Data: Submit for each product specified in this section. Include cleaning and preventive maintenance instructions.

1.05 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firm regularly engaged in manufacture of products specified in this section, and whose products have been in satisfactory use under similar service conditions for not less than 5 years.

B. Installer's Qualifications: Firm regularly engaged in installation of products specified in this section, with a minimum of 5 years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Execute product manufacturer's special instructions to prevent damage to products.

B. Provide suitable protection for each flagpole before shipment. Spiral-wrap pole with heavy kraft paper or polyethylene material and place pole in hard protective tube.

C. Deliver flagpoles and accessories properly labeled and in original wrappings.

D. Store and handle materials in a manner which will prevent damage prior to installation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
1. Aabec Pole Division/Morgan-Francis Company, Inc.
2. Acme Flagpole Division/Lingo, Inc.
3. American Flagpole Division/Kearney-National, Inc.
4. Baartol Company, Inc.
5. Concord Industries, Inc.
6. EMC Division/Eder Manufacturing Corporation.
7. John Ewing & Company, Inc.

2.02 FLAGPOLES

A. Description:
1. Mounting: Ground-set, embedded.
2. Type: Conventional.
3. Shaft metal: Aluminum.
4. Shaft form: Cone tapered.
5. Exposed length of flagpole: 40 feet.
6. Butt diameter: 7 inches.
7. Halyard: Internal.
8. Flag:
   a. Flag by Owner.

2.03 FABRICATION

A. Fabrication - General: Provide each flagpole as a complete unit fabricated by a single manufacturer, including base, anchorage devices, fittings, and accessories as necessary for proper installation.

B. Fabricate and ship flagpole as a single unit, unless shipping contraints preclude this alternative. Where flagpole size dictates shipment in more than one section, provide self-aligning internal sleeve composed of metal compatible with shaft metal and properly designed to allow precise, weathertight joining during installation.

C. Flagpole Diameter and Wall Thickness: Wall thickness of shaft and ratio of top diameter to butt diameter must be appropriate for metal or alloy used and for length of flagpole.

D. Joints and Seams: Form joints and seams which are inconspicuous.
1. Exposed welds: Grind exposed welds smooth. Finish to match flagpole shaft.

E. Aluminum Shaft:
1. Seamless extruded tube: Comply with ASTM B 241.
2. Alloy: 6063-T6.
3. Minimum wall thickness: 3/16 inch, unless otherwise indicated.
4. Minimum tensile strength: 30,000 psi.
5. Minimum yield point: 25,000 psi.
6. After flagpole is fabricated, heat-treat and artificially age to alter temper of aluminum.
7. Shaft finish: Clear anodized finish, AA-M32C22A41 (medium satin directional textured mechanical finish; medium matte etched chemical finish; clear, architectural Class I anodic coating minimum 0.7 mil thick).

F. Ground-Set Flagpole - Embedded Type:

1. Provide flagpole of sufficient overall length to allow setting depth which is not less than 10 percent of exposed length.
2. Flash collar: Fabricate from same metal used for flagpole shaft.
   a. Product: Selected by the architect from manufacturer's standards based on availability for shaft size.
3. Foundation sleeve: Corrugated galvanized steel tube, 16 gage.
4. Foundation sleeve plate: Square steel plate welded to bottom of foundation sleeve.
   a. Minimum edge dimension of square plate: 4 inches larger than inside diameter of foundation sleeve.
   b. Minimum thickness: 3/16 inch.
5. Steel centering wedges: Minimum 1/8-inch-thick wedges, welded to sleeve plate inside foundation sleeve for the purpose of centering pole.
6. Electrical grounding spike: 3/4-inch steel spike, welded to bottom side of sleeve plate.
   a. Length of extension below concrete foundation: Not less than thickness of concrete footing below sleeve plate.
7. Foundation support plate: Square steel plate welded to electrical grounding spike at base of concrete foundation.
   a. Minimum edge dimension of square plate: 6 inches.
   b. Minimum thickness: 3/16 inch.

G. Fittings:
   1. Truck:
      a. Truck designed for internal halyard system.
   2. Halyards:
      a. Internal type:
         1. Cable: Stainless steel, with vinyl- or neoprene-covered weight.
         2. Winch: Direct drive type, internally mounted, with control stop to hold flag in any position on pole.
         3. Winch crank: Removable.
         4. Winch access door: Flush-mounted, with cylinder lock.
   3. Flag snaps:
      a. Number required: Two flag snaps per halyard.
      b. Material: Bronze, manufacturer's standard.

2.04 CONCRETE MATERIALS

A. Concrete Flagpole Foundations: Ready-mixed concrete (ASTM C 94) composed of portland cement, coarse and fine aggregate, and water, mixed in proportions to provide compressive strength indicated.
   1. Minimum compressive strength at 28 days: 3000 psi.

B. Curing Materials: Use one of the following:
1. Absorptive cover: Burlap, AASHTO M 182, Class 2.
2. Moisture-retaining cover: Curing paper or polyethylene film, complying with ASTM C 171.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that conditions conform to requirements of contract documents.

B. Ground-Set Flagpole: Verify that foundation is in suitable condition to receive flagpole.

C. Do not begin flagpole installation until unsuitable conditions have been corrected. Commencement of installation indicates acceptance of conditions.

3.02 PREPARATION

A. Embedded Ground-Set Pole:
1. Bituminous coating: Apply protective coating of bituminous paint to section of flagpole which will be installed below grade, if not factory-applied by flagpole manufacturer prior to shipment.
2. Excavation: Provide accurately cut and neatly dimensioned cavity suitable to receive embedding concrete and flagpole foundation sleeve. Use forms if necessary to ensure proper concrete placement. Prior to placement of concrete, remove loose soil and other foreign matter from the excavation. Moisten earth sufficiently to provide uniform dampened condition at time concrete is placed, but do not overwater. Do not place concrete if free water is standing in cavity.

3.03 INSTALLATION

A. Concrete Flagpole Foundation: Place concrete as soon as it is properly mixed. Use methods which prevent segregation of mix. Deposit concrete continuously, or in layers of such thickness that no new concrete will be placed on concrete which has hardened sufficiently to cause formation of seams or planes of weakness. Consolidate concrete using internal vibrator.
1. Curing: Cure concrete for a period of at least 14 days before installation of flagpole.
2. Trowel finish: Provide smooth dense surface. Create slope which is adequate to ensure water runoff toward perimeter of flagpole base.

B. Flagpole Installation - General: Install flagpole, base assembly, and fittings as indicated in contract documents

and in accordance with manufacturer's instructions.

C. Install flagpole in erect, plumbed position.

D. Embedded Ground-Set Pole: Erect flagpole in foundation sleeve and plumb as necessary using hardwood wedges. Pour dry sand into foundation sleeve in successive layers, each layer 6 inches thick. Tamp each layer before adding next layer. When last sand layer is placed, provide moisture seal over sand by applying sealant of proper thickness. Comply with sealant requirements specified in Division 7.

E. Electrical Grounding: Provide positive lightning ground suitable for flagpole and installation conditions.

F. Field Joints: Provide snug-fitting, weathertight, hairline joints.
1. Field welding of aluminum flagpole is not acceptable.

G. Tolerances:
1. Maximum variation from plumb position (90 degrees from horizontal plane): 1 inch.

3.04 ADJUSTING AND CLEANING

A. Clean surfaces.

B. Verify smooth and proper operation of all installed fittings. Adjust as necessary.

END OF SECTION 10350

THE FLAGMAN

Established 1971

4405 17th Street Sarasota, FL 34205 (813) 371-6221

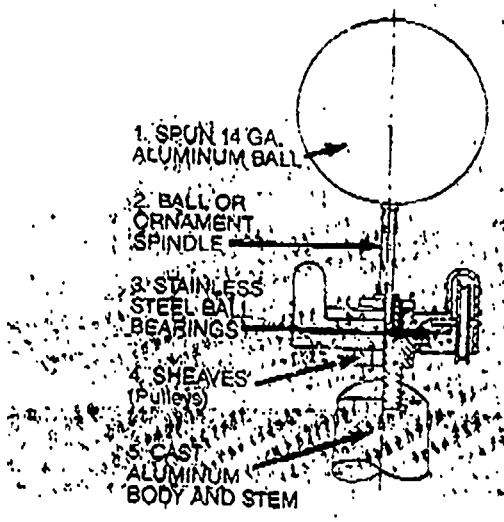
5/10/95

TO: BILL MADDOX

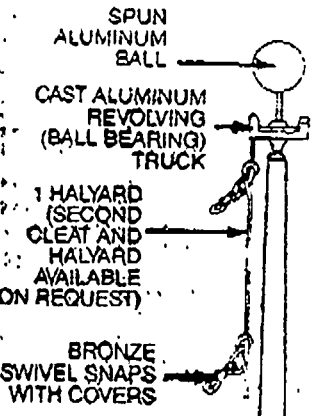
FROM: NED EBERT

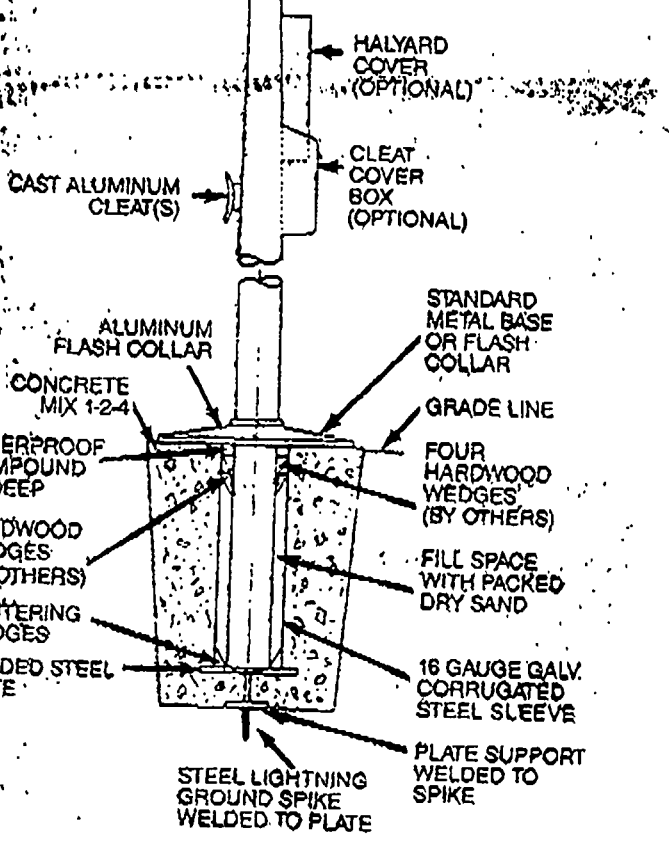
Architectural Aluminum Flagpoles

Cone tapered aluminum poles utilize the tried and tested method of imbedding approximately 10% of the length of the pole in the ground. The safety of this method of installation has been tested for many years. All poles are shipped double spiral wrapped with heavy paper in a hard fiber tube. All poles are shipped F.O.B. origin or nearest distribution point with immediate delivery made from the largest in stock inventories in the U.S.



Double Revolving Truck Detail







Self-Locking Seam Field Joint

This machined, precision-fitted, self-aligning internal sleeve is designed for a perfectly mated field joint. Upon proper assembly, a fine line will show.

Cone tapered steel, stainless steel and bronze alloy poles are also available. Please call or write for quotation.

All poles on pages 56 thru 73 can be mixed or matched to achieve the highest quantity pricing, but shipment

CONE TAPERED GROUNDSET FLAGPOLES

POLE-TECH's Cone Tapered Aluminum Flagpoles combine durability with minimum maintenance. These poles are constructed from 6063-T6 aluminum possessing a minimum ultimate tensile strength of 30,000 psi and a minimum ultimate yield strength of 25,000 psi.

ALUMINUM

MATERIAL: 6063 T6 Alloy with a satin brush finish

STANDARD FITTINGS:

Ball - 14 ga. aluminum gold anodized (diameter to match diameter of pole)
Truck - Cast aluminum, revolving double pulley
Halyard - Two sets of #10 polypropylene and four chrome plated bronze swivel snaphooks
Cleats - Two 9" cast aluminum
Collar - Spun aluminum
Foundation tube - #16 ga. galvanized corrugated steel

CONE TAPERED ALUMINUM:

Exposed Height	Overall Height	Diameter		Wall Thickness	Length		Ball Diameter	Sections	Flag Size
		Butt	Top		Taper	Straight			
20'	22'	5"	3"	.188	11'0"	12'0"	5"	1	4' x 6'
25'	27'6"	5"	3"	.188	11'0"	16'6"	5"	1	4' x 6'
30'	33'	5"	3"	.188	11'0"	22'0"	5"	1	5' x 8'
30'	33'	6"	3½"	.188	13'9"	19'3"	6"	1	5' x 8'
35'	38'6"	7"	3½"	.188	19'3"	19'3"	8"	1	5' x 8'
40'	44'	8"	4"	188	22'0"	22'0"	8"	2	6' x 10'
45'	49'	9"	4"	.188	22'0"	27'0"	8"	2	6' x 10'
45'	49'6"	10"	4"	.188	33'0"	16'0"	10"	2	8' x 12'
50'	55'	10"	4"	.188	33'0"	22'0"	10"	2	8' x 12'
60'	66'	10"	4"	.250	33'0"	33'0"	10"	2	8' x 12'
60'	66'	12"	4"	.250	44'0"	22'0"	12"	3	8' x 12'
70'	77'	12"	4"	.250	44'0"	33'0"	12"	3	10' x 15'
80'	88'	12"	4"	.375	44'0"	44'0"	12"	3	12' x 18'
90'	99'	14"	4"	3/8 x 1/4	55'0"	44'0"	14"	*	15' x 25'
100'	110'	16"	4"	3/8 x 1/4	66'0"	44'0"	16"	*	15' x 25'

STAINLESS STEEL & BRONZE

MATERIAL:

Stainless Steel - 304 alloy with a stain brush finish.
Bronze - 230 red brass with a satin brush or statuary antique finish

STANDARD FITTINGS:

Ball - Stainless steel or copper gold leaf
Truck - Cast bronze, double pulley
Halyard - Two sets of #10 polypropolene and four chrome swivel snaphooks
Cleats - Two 9" cast bronze
Collar - Spun stainless steel or bronze
Foundation tube - #16 ga. galvanized corrugated steel

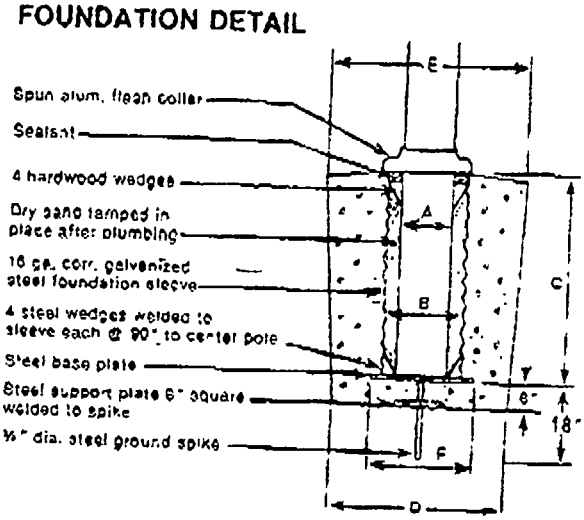
CONE TAPERED BRONZE AND STAINLESS STEEL:

Exposed Height	Overall Height	Diameter		Wall Thickness	Length		Ball Diameter	Sections	Flag Size
		Butt	Top		Taper	Straight			
20'	22'	5"	3"	.188	14'0"	8'0"	5"	1	4' x 6'
25'	27'6"	5"	3"	.188	14'0"	13'6"	5"	1	4' x 6'
30'	33'	5-9/16"	3½"	.188	14'9"	18'3"	6"	1	5' x 8'
35'	38'6"	5-9/16"	3½"	.188	14'9"	23'9"	6"	1	5' x 8'
40'	44'	6-5/8"	4"	.280	18'9"	25'3"	8"	2	6' x 10'
50'	55'	8-5/8"	4½"	.322	29'6"	25'6"	8"	2	8' x 12'
60'	66'	8-5/8"	4½"	.322	29'6"	36'6"	8"	2	10' x 15'
70'	77'	10¾"	4½"	.365	44'9"	32'3"	10"	2	12' x 18'
80'	88'	12¾"	5"	.375	55'4"	32'8"	12"	3	15' x 25'
90'	99'	14"	5"	.375	64'3"	34'9"	14"	3	15' x 25'
100'	110'	16"	5"	.500	78'6"	31'8"	16"	3	15' x 25'

CORRUGATED STEEL SLEEVE:

Exposed Height	Total Length	A Pole Butt	B Sleeve Diameter	C Sleeve Length	D Foundation Base	E Foundation Top	F Sleeve Base Plate
20'	22'	5"	8"	24"	24"	30"	12"
25'	27'6"	5"	8"	30"	24"	32"	12"
30'	33'	5"	8"	36"	30"	34"	12"
30'	33'	6"	10"	36"	30"	36"	14"
35'	38'6"	6/7"	10"	42"	30"	36"	14"
40'	44'	7/8"	10/12"	48"	36"	42"	16"
45'	49'6"	8/10"	12/15"	48"	36"	42"	18"
50'	55'	8/10"	12/15"	60"	42"	48"	18"
60'	66'	10/12"	15"	72"	42"	48"	16/18"
70'	77'	12"	15"	84"	48"	60"	18"
80'	88'	12"	15"	96"	54"	72"	20"
90'	99'	14"	18"	108"	60"	72"	20"
100'	110'	16"	21"	120"	66"	72"	24"

FOUNDATION DETAIL



TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

Public Works
600 GENERAL HARRIS
LONGBOAT KEY, FL. 34228

Fax: (813) 387-7016
Phone: (813) 383-3721

FAX MESSAGE COVER

DATE: 5/10

TO: NED EBERT

FAX # 371-6221

NUMBER OF PAGES INCLUDING COVER: 12

SENT BY: Len Smally

MESSAGE/COMMENT:

PLEASE CALL IF YOU DO NOT RECEIVE ALL FAXED PAGES (813) 383-3721

371-6221

PM - FYI

FX TO D.H.

facsimile
TRANSMITTAL

to: Mr. Len Smalley
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park
date: May 10, 1995
pages: 11, including cover sheet.

Len -

I have attached the specification which we prepared for the 40' flagpole.

Also attached is information from "The Flagman" who was going to provide the flagpole to Woodruff & Sons.

You may find it easier to send the specifications to "The Flagman" and ask him to confirm that his flagpole complies. If it does, contract with him to provide and install the flagpole.

Please note that it appears "The Flagman" was going to provide a 30' flagpole. The specifications call for a 40' flagpole.

I have spoken with John Huffer and he agreed to do the plaque and the lighting after the flagpole is set. I suggested that the work be handled with a separate invoice to TLBK rather than including it in the Durante Park contract. That way, the Durante Park contract can be closed out.

John indicated the gate should be installed by the end of the week.

If you need anything else, let me know.

Thanks.

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

PP3.37

Hard Copy to Follow _____yes __X__no

SECTION 10350 - FLAGPOLES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Flagpoles:
      a. Location of each flagpole is shown on drawings.
   2. Flagpole fittings and accessories.

B. Owner-Furnished Products: Refer to Division 1 for description of owner-furnished products affecting work of this section.

1.02 REFERENCES

A. AA DAF-45 -- Designation System for Aluminum Finishes; Aluminum Association; 1980.

B. AASHTO M 182-91I -- Standard Specification for Burlap Cloth Made from Jute or Kenaf; American Association of State Highway and Transportation Officials; 1991.

C. ASTM B 241/B 241M-93 -- Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube; 1993.

D. ASTM C 94-92a -- Standard Specification for Ready-Mixed Concrete; 1992.

E. ASTM C 171-92 -- Standard Specification for Sheet Materials for Curing Concrete; 1992.

1.03 PERFORMANCE REQUIREMENTS

A. Provide flagpole and anchorage system to comply with the following requirements:
   1. Flagpole with flag flying: Resist minimum wind velocity of 110 mph without permanent deformation, when flying appropriately sized flag.
   2. Flagpole without flag: Resist minimum wind velocity of 167 mph without permanent deformation.
   3. Safety design factor: 2.5.

1.04 SUBMITTALS

A. Product Data: Submit for each type of flagpole required. Include data for fittings and accessories.

B. Shop Drawings: Show configuration of flagpoles and bases. Detail jointing, anchorage, and support systems. Show

finishes, and flagpole fittings and accessories.

C. Manufacturer's Instructions: Submit for each product specified in this section. Include instructions for examination, preparation, and protection of adjacent work.

D. Maintenance Data: Submit for each product specified in this section. Include cleaning and preventive maintenance instructions.

1.05 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firm regularly engaged in manufacture of products specified in this section, and whose products have been in satisfactory use under similar service conditions for not less than 5 years.

B. Installer's Qualifications: Firm regularly engaged in installation of products specified in this section, with a minimum of 5 years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Execute product manufacturer's special instructions to prevent damage to products.

B. Provide suitable protection for each flagpole before shipment. Spiral-wrap pole with heavy kraft paper or polyethylene material and place pole in hard protective tube.

C. Deliver flagpoles and accessories properly labeled and in original wrappings.

D. Store and handle materials in a manner which will prevent damage prior to installation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
1. Aabec Pole Division/Morgan-Francis Company, Inc.
2. Acme Flagpole Division/Lingo, Inc.
3. American Flagpole Division/Kearney-National, Inc.
4. Baartol Company, Inc.
5. Concord Industries, Inc.
6. EMC Division/Eder Manufacturing Corporation.
7. John Ewing & Company, Inc.

2.02 FLAGPOLES

A. Description:
1. Mounting: Ground-set, embedded.
2. Type: Conventional.
3. Shaft metal: Aluminum.
4. Shaft form: Cone tapered.
5. Exposed length of flagpole: 40 feet.
6. Butt diameter: 7 inches.
7. Halyard: Internal.
8. Flag:
   a. Flag by Owner.

2.03 FABRICATION

A. Fabrication - General: Provide each flagpole as a complete unit fabricated by a single manufacturer, including base, anchorage devices, fittings, and accessories as necessary for proper installation.

B. Fabricate and ship flagpole as a single unit, unless shipping contraints preclude this alternative. Where flagpole size dictates shipment in more than one section, provide self-aligning internal sleeve composed of metal compatible with shaft metal and properly designed to allow precise, weathertight joining during installation.

C. Flagpole Diameter and Wall Thickness: Wall thickness of shaft and ratio of top diameter to butt diameter must be appropriate for metal or alloy used and for length of flagpole.

D. Joints and Seams: Form joints and seams which are inconspicuous.
1. Exposed welds: Grind exposed welds smooth. Finish to match flagpole shaft.

E. Aluminum Shaft:
1. Seamless extruded tube: Comply with ASTM B 241.
2. Alloy: 6063-T6.
3. Minimum wall thickness: 3/16 inch, unless otherwise indicated.
4. Minimum tensile strength: 30,000 psi.
5. Minimum yield point: 25,000 psi.
6. After flagpole is fabricated, heat-treat and artificially age to alter temper of aluminum.
7. Shaft finish: Clear anodized finish, AA-M32C22A41 (medium satin directional textured mechanical finish; medium matte etched chemical finish; clear, architectural Class I anodic coating minimum 0.7 mil thick).

F. Ground-Set Flagpole - Embedded Type:

1. Provide flagpole of sufficient overall length to allow setting depth which is not less than 10 percent of exposed length.
2. Flash collar: Fabricate from same metal used for flagpole shaft.
   a. Product: Selected by the architect from manufacturer's standards based on availability for shaft size.
3. Foundation sleeve: Corrugated galvanized steel tube, 16 gage.
4. Foundation sleeve plate: Square steel plate welded to bottom of foundation sleeve.
   a. Minimum edge dimension of square plate: 4 inches larger than inside diameter of foundation sleeve.
   b. Minimum thickness: 3/16 inch.
5. Steel centering wedges: Minimum 1/8-inch-thick wedges, welded to sleeve plate inside foundation sleeve for the purpose of centering pole.
6. Electrical grounding spike: 3/4-inch steel spike, welded to bottom side of sleeve plate.
   a. Length of extension below concrete foundation: Not less than thickness of concrete footing below sleeve plate.
7. Foundation support plate: Square steel plate welded to electrical grounding spike at base of concrete foundation.
   a. Minimum edge dimension of square plate: 6 inches.
   b. Minimum thickness: 3/16 inch.

G. Fittings:
   1. Truck:
      a. Truck designed for internal halyard system.
   2. Halyards:
      a. Internal type:
         1. Cable: Stainless steel, with vinyl- or neoprene-covered weight.
         2. Winch: Direct drive type, internally mounted, with control stop to hold flag in any position on pole.
         3. Winch crank: Removable.
         4. Winch access door: Flush-mounted, with cylinder lock.
   3. Flag snaps:
      a. Number required: Two flag snaps per halyard.
      b. Material: Bronze, manufacturer's standard.

2.04 CONCRETE MATERIALS

A. Concrete Flagpole Foundations: Ready-mixed concrete (ASTM C 94) composed of portland cement, coarse and fine aggregate, and water, mixed in proportions to provide compressive strength indicated.
   1. Minimum compressive strength at 28 days: 3000 psi.

B. Curing Materials: Use one of the following:
1. Absorptive cover: Burlap, AASHTO M 182, Class 2.
2. Moisture-retaining cover: Curing paper or polyethylene film, complying with ASTM C 171.

PART 3 - EXECUTION

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2. Trowel finish: Provide smooth dense surface. Create slope which is adequate to ensure water runoff toward perimeter of flagpole base.

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and in accordance with manufacturer's instructions.

C. Install flagpole in erect, plumbed position.

D. Embedded Ground-Set Pole: Erect flagpole in foundation sleeve and plumb as necessary using hardwood wedges. Pour dry sand into foundation sleeve in successive layers, each layer 6 inches thick. Tamp each layer before adding next layer. When last sand layer is placed, provide moisture seal over sand by applying sealant of proper thickness. Comply with sealant requirements specified in Division 7.

E. Electrical Grounding: Provide positive lightning ground suitable for flagpole and installation conditions.

F. Field Joints: Provide snug-fitting, weathertight, hairline joints.
1. Field welding of aluminum flagpole is not acceptable.

G. Tolerances:
1. Maximum variation from plumb position (90 degrees from horizontal plane): 1 inch.

3.04 ADJUSTING AND CLEANING

A. Clean surfaces.

B. Verify smooth and proper operation of all installed fittings. Adjust as necessary.

END OF SECTION 10350

THE FLAGMAN

Established 1971

4405 17th Street Sarasota, FL 34235 (813) 371-6221

5/10/95

TO: BILL MADDOX

FROM: NED EBERT

Architectural Aluminum Flagpoles

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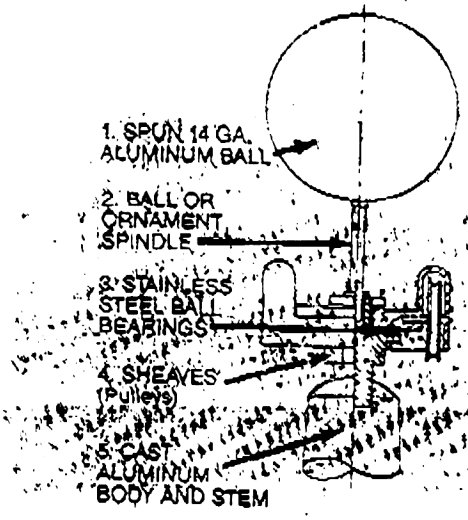
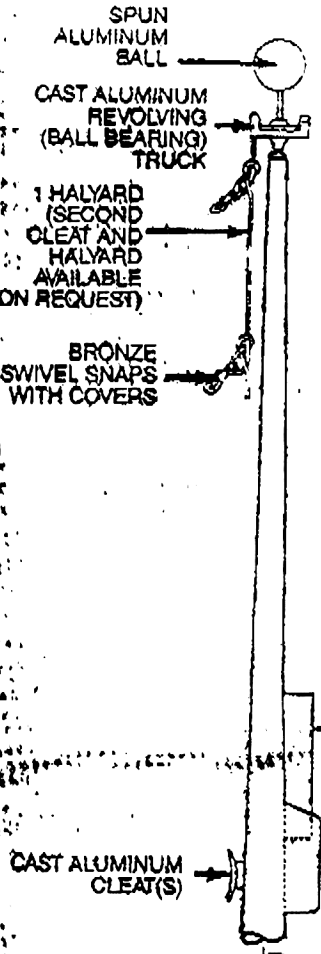
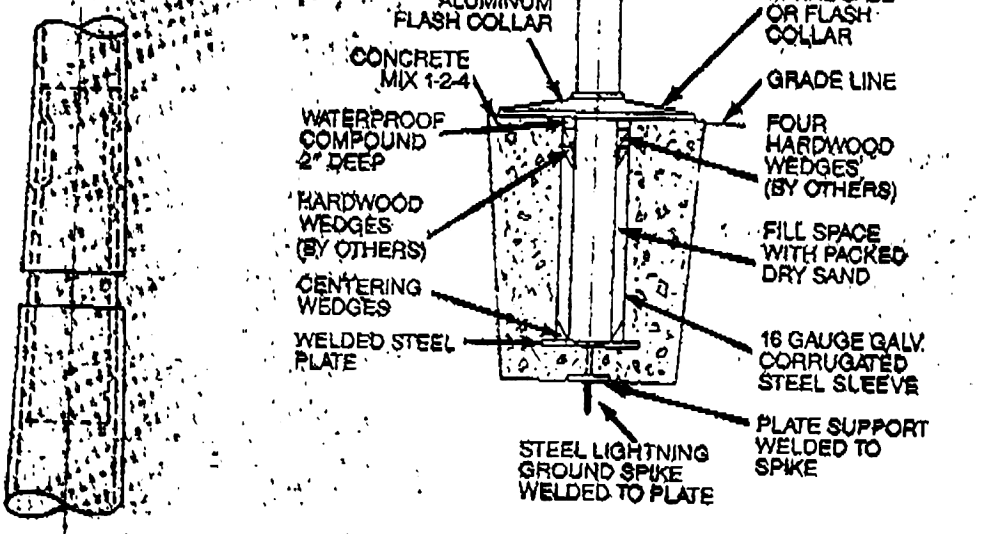


Double Revolving Truck Detail





Self-Locking Seam Field Joint

This machined, precision-fitted, self-aligning internal sleeve is designed for a perfectly mated field joint. Upon proper assembly, a fine line will show.

Cone tapered steel, stainless steel and bronze alloy poles are also available. Please call or write for quotation.

Standard Fittings Our poles are shipped complete with: a gold anodized-aluminum ball mounted on a threaded aluminum rod; a cast-aluminum, ball-bearing single or double-sheave revolving truck containing 26 stainless-steel ball bearings; polypropylene halyard in sufficient quantity for the pole size ordered, including two bronze swivel snaps per rope, a cast-aluminum cleat with stainless steel screws, spun-aluminum flash collar and foundation sleeve.

Pole and Finish Our poles are tapered from 6063-T6 seamless extruded aluminum, having a uniform conical taper of approximately one inch to every five feet six inches of the tapered portion. All poles are machine-polished to a fine-grain grit satin finish. A pole, once installed, will require no further maintenance or painting of any kind. All parts are rust-proof and corrosion-free. Poles through 35 feet above ground can be shipped as one piece. Poles of greater length will be supplied in two or three pieces with a flush seam, self-locking field joint.

Optional Finishes In addition to the standard finish and fittings shown for each of our flagpoles, we also offer alternative finishes, materials, fittings and designs which may suit particular job conditions better. See below for special-color anodized pricing.

Model and Exposed Height	Overall Length	Butt	Top	Wall	Rec. Flag Size	Unflag Max. Wind	Flagged Max. Wind	Shipping Wt.
EC20	23' - 0"	5"	3"	.188	3' x 5'	241 mph	160 mph	118 lbs.
EC25	28' - 0"	5½"	3½"	.188	4' x 6'	232 mph	144 mph	150 lbs.
EC30	33' - 0"	6"	3½"	.188	5' x 8'	207 mph	125 mph	195 lbs.
EC35	38' - 6"	7"	3½"	.188	6' x 10'	164 mph	113 mph	255 lbs.
EC40	44' - 0"	8"	3½"	.188	8' x 12'	166 mph	105 mph	317 lbs.
EC45	49' - 0"	8"	3½"	.188	8' x 12'	139 mph	91 mph	342 lbs.
EC50	55' - 0"	10"	4"	.188	10' x 15'	150 mph	102 mph	416 lbs.
EC60	66' - 0"	12"	4"	.250	12' x 18'	173 mph	117 mph	665 lbs.
EC70	77' - 0"	12"	5"	.312	15' x 25'	146 mph	102 mph	760 lbs.
EC80	88' - 0"	12"	5"	.375	20' x 30'	137 mph	92 mph	1020 lbs.

Satin

Model	1-2	3-6	7+
EC20	$ 850	$ 810	$ 760
EC25	1,060	1,030	970
EC30	1,280	1,200	1,130
EC35	1,640	1,560	1,470
EC40	2,320	2,204	2,068
EC45	2,600	2,470	2,340
EC50	3,670	3,480	3,300
EC60	7,980	7,580	7,180
EC70	8,850	8,220	7,780
EC80	10,900	10,360	9,800
For double halyard flagpoles, add $24.00 to above prices.			

Clear Anodized

Model	1-2	3-6	7+
EC20	$ 1,010	$ 980	$ 910
EC25	1,260	1,196	1,134
EC30	1,480	1,386	1,314
EC35	1,970	1,672	1,772
EC40	2,670	2,536	2,400
EC45	3,080	2,926	2,770
EC50	4,150	3,942	3,736
EC60	8,730	8,294	7,856
EC70	9,510	9,034	8,560
EC80	11,950	11,352	10,750
For double halyard flagpoles, add $24.00 to above prices.			

Bronze Anodized

Model	1-2	3-6	7+
EC20	$ 1,050	$ 996	$ 944
EC25	1,320	1,254	1,188
EC30	1,560	1,480	1,400
EC35	2,040	1,938	1,836
EC40	2,820	2,680	2,538
EC45	3,270	3,106	2,944
EC50	4,370	4,150	3,930
EC60	9,200	8,740	8,280
EC70	9,800	9,310	8,820
EC80	12,400	11,780	11,160
For double halyard flagpoles, add $24.00 to above prices.			

Black Anodized

Model	1-2	3-6	7+
EC20	$ 1,160	$1,102	$1,044
EC25	1,440	1,368	1,296
EC30	1,660	1,576	1,494
EC35	2,240	2,128	2,016
EC40	2,930	2,784	2,636
EC45	3,410	3,240	3,070
EC50	4,650	4,418	4,184
EC60	9,600	9,120	8,640
EC70	10,190	9,680	9,170
EC80	13,100	12,446	11,790
For double halyard flagpoles, add $24.00 to above prices.			

...50 lbs. ... can be mixed or matched to achieve the higher quantity pricing, but shipment must be made to the same location at the same time.

10350/POL
BuyLine 0912

CONE TAPERED GROUNDSET FLAGPOLES

POLE-TECH's Cone Tapered Aluminum Flagpoles combine durability with minimum maintenance. These poles are constructed from 6063-T6 aluminum possessing a minimum ultimate tensile strength of 30,000 psi and a minimum ultimate yield strength of 25,000 psi.

ALUMINUM

MATERIAL: 6063 T6 Alloy with a satin brush finish

STANDARD FITTINGS:

Ball - 14 ga. aluminum gold anodized (diameter to match diameter of pole)
Truck - Cast aluminum, revolving double pulley
Halyard - Two sets of #10 polypropylene and four chrome plated bronze swivel snaphooks
Cleats - Two 9" cast aluminum
Collar - Spun aluminum
Foundation tube - #16 ga. galvanized corrugated steel

CONE TAPERED ALUMINUM:

Exposed Height	Overall Height	Diameter Butt	Diameter Top	Wall Thickness	Length Taper	Length Straight	Ball Diameter	Sections	Flag Size
20'	22'	5"	3"	.188	11'0"	12'0"	5"	1	4' x 6'
25'	27'6"	5"	3"	.188	11'0"	16'6"	5"	1	4' x 6'
30'	33'	5"	3"	.188	11'0"	22'0"	5"	1	5' x 8'
30'	33'	6"	3½"	.188	13'9"	19'3"	6"	1	5' x 8'
35'	38'6"	7"	3½"	.188	19'3"	19'3"	8"	1	5' x 8'
40'	44'	8"	4"	.188	22'0"	22'0"	8"	2	6' x 10'
45'	49'	8"	4"	.188	22'0"	27'0"	8"	2	6' x 10'
45'	49'6"	10"	4"	.188	33'0"	16'6"	10"	2	6' x 12'
50'	55'	10"	4"	.188	33'0"	22'0"	10"	2	8' x 12'
60'	66'	10"	4"	.250	39'0"	33'0"	10"	2	8' x 12'
60'	66'	12"	4"	.250	44'0"	22'0"	12"	3	8' x 12'
70'	77'	12"	4"	.250	44'0"	33'0"	12"	3	10' x 15'
80'	88'	12"	4"	.375	44'0"	44'0"	12"	3	12' x 18'
90'	99'	14"	4"	3/8 x 1/4	55'0"	44'0"	14"	*	15' x 25'
100'	110'	16"	4"	3/8 x 1/4	66'0"	44'0"	16"	*	15' x 25'

STAINLESS STEEL & BRONZE

MATERIAL:

Stainless Steel - 304 alloy with a stain brush finish.
Bronze - 230 red brass with a satin brush or statuary antique finish

STANDARD FITTINGS:

Ball - Stainless steel or copper gold leaf
Truck - Cast bronze, double pulley
Halyard - Two sets of #10 polypropolene and four chrome swivel snaphooks
Cleats - Two 9" cast bronze
Collar - Spun stainless steel or bronze
Foundation tube - #16 ga. galvanized corrugated steel

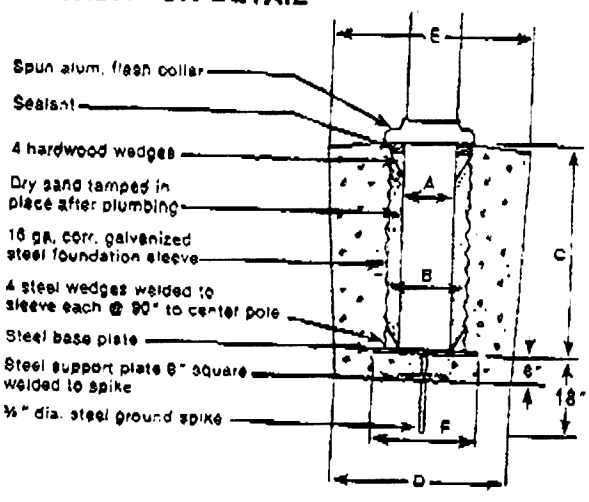
CONE TAPERED BRONZE AND STAINLESS STEEL:

Exposed Height	Overall Height	Diameter Butt	Diameter Top	Wall Thickness	Length Taper	Length Straight	Ball Diameter	Sections	Flag Size
20'	22'	5"	3"	.188	14'0"	8'0"	5"	1	4' x 6'
25'	27'6"	5"	3"	.188	14'0"	13'6"	5"	1	4' x 6'
30'	33'	5-9/16"	3½"	.188	14'9"	18'3"	6"	1	5' x 8'
35'	38'6"	5-9/16"	3½"	.188	14'9"	23'9"	6"	1	5' x 8'
40'	44'	6-5/8"	4"	.280	18'9"	25'3"	8"	2	6' x 10'
50'	55'	8-5/8"	4½"	.322	29'6"	25'6"	8"	2	8' x 12'
60'	66'	8-5/8"	4½"	.322	29'6"	36'6"	8"	2	10' x 15'
70'	77'	10¾"	4½"	.365	44'3"	32'3"	10"	2	12' x 18'
80'	88'	12¾"	5"	.375	55'4"	32'8"	12"	3	15' x 25'
90'	99'	14"	5"	.375	64'3"	34'9"	14"	3	15' x 25'
100'	110'	16"	5"	.500	78'6"	31'6"	16"	3	15' x 25'

CORRUGATED STEEL SLEEVE:

Exposed Height	Total Length	A Pole Butt	B Sleeve Diameter	C Sleeve Length	D Foundation Base	E Foundation Top	F Sleeve Base Plate
20'	22'	5"	8"	24"	24"	30"	12"
25'	27'6"	5"	8"	30"	24"	32"	12"
30'	33'	5"	8"	36"	30"	34"	12"
30'	33'	6"	10"	36"	30"	36"	14"
35'	38'6"	6/7"	10"	42"	30"	36"	14"
40'	44'	7/8"	10/12"	48"	36"	42"	16"
45'	49'6"	8/10"	12/15"	48"	36"	42"	18"
50'	55'	8/10"	12/15"	60"	42"	48"	16/18"
60'	66'	10/12"	15"	72"	42"	48"	18"
70'	77'	12"	15"	84"	48"	60"	20"
80'	88'	12"	15"	96"	54"	72"	20"
90'	99'	14"	18"	108"	60"	72"	24"
100'	110'	16"	21"	120"	66"	72"	24"

FOUNDATION DETAIL



TM - FYI FX TO D.H.
Rec'd 5-10-95.
Will get TIMELINE ASAP.

facsimile
TRANSMITTAL

to: Mr. Len Smalley
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park
date: May 10, 1995
pages: 11, including cover sheet.

Len -

I have attached the specification which we prepared for the 40' flagpole.

Also attached is information from "The Flagman" who was going to provide the flagpole to Woodruff & Sons.

You may find it easier to send the specifications to "The Flagman" and ask him to confirm that his flagpole complies. If it does, contract with him to provide and install the flagpole.

Please note that it appears "The Flagman" was going to provide a 30' flagpole. The specifications call for a 40' flagpole.

I have spoken with John Huffer and he agreed to do the plaque and the lighting after the flagpole is set. I suggested that the work be handled with a separate invoice to TLBK rather than including it in the Durante Park contract. That way, the Durante Park contract can be closed out.

John indicated the gate should be installed by the end of the week.

If you need anything else, let me know.

Thanks.

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

PF3.37

Hard Copy to Follow _____yes __X__no

12. Proposed Ordinance (95-09) to Prohibit Certain Activities in Joan M. Durante Community Park

Mr. Roberts reported it was realized there may be potential abuse of the pavilion at Durante Park by rollerbladers and skateboarders so he recommended the Code be amended. He reported the Town Attorney had suggested a composite ordinance be developed which would cover all the parks and beaches and he would also confer with the Police Chief regarding his suggestions. He also reported a blue and white sign with the Town logo had been installed at the Durante Park and the sign which stated it was the Joan M. Durante Park would eventually be replaced by a more permanent structural-type sign similar to those located at State parks, much more attractive than the present sign. He suggested a more attractive permanent sign such as that be placed at the Bayfront Park Recreation Center as well.

Commissioner Sagman asked if football would be allowed at the Durante Park and would concerts, parties, other noisy activities; and would dogs be allowed there. She asked if a gate would be installed for closure at dusk.

Commissioner Green asked again that an architectural oversight committee be appointed to review structures including signs, saving the Town time and the cost of replacing a structure. Mr. Roberts responded that would be done in the very near future.

Catherine Fernald, 5920 GMD, former Mayor, reported St. Judes Drive was located next to the Durante Park and approximately 35 children lived on that street. She reminded that "everyone in the Town is not an old person anymore". She urged that a little space be allowed there for the children.

Edward Kelly, whose residence was located next to the park, stated he did not want football played there. He reported the ramp was being used for "wheelies" and if one of the children were hurt, there was a question of who would take care of them because there was no supervision.

Mr. Roberts stated the Town had not contemplated bicycles being ridden in the pavilion area. He reported police officers toured the park regularly. Commissioner Metz commented that would not keep young people from carrying out those activities. **There was consensus to forward Ordinance 95-09 to the 5-1-95 Regular Meeting for first reading.**

III. Town Attorney Comments

IV. Town Manager Comments

V. Town Commission Comments

VI. Public to be Heard

Helen Holt, 608 Bayview Dr., asked that the Communications Committee be continued and cited an example of a typical Commission meeting -- the opportunity for the public to be heard on subjects which were not on the agenda was scheduled at the end of lengthy or late

sent orig to Court for mail

RECEIVED
MAY - 9 1995
PUBLIC WORKS DEPT.

D 11 2

MADDOX
&
ASSOCIATES

ARCHITECTS

May 4, 1995
Invoice Number 15
Project 93012.02

TOWN OF LONGBOAT KEY
501 Bay Isles Rd.
Longboat Key, FL 34228

For: Durante Community Park

Professional Services: April 1, 1995 through April 30, 1995

FEE

Total Fee	7,970.26		
Percent Complete	100.00	Total Earned	7,970.26
		Previous Fee Billing	7,173.23
		Current Fee Billing	797.03

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	Amount
Principals - Add Service				
Maddox, William	5.0	80.00	400.00	400.00
Flagpole & Plaque				

CONSULTANTS

Landscape Consultant			
dwja Landscape Archi - Add Service		195.00	
Revised entrance planting for D.O.T. and flagpole/plaque			
dwja Landscape Archi	Const. Services	927.74	
Account Subtotal		1,122.74	
Civil Consultant			
Landry & Esber	Const. Serv.	966.00	
Landry & Esber	Certifications	1,344.00	
Account Subtotal		2,310.00	
Total Consultants		3,432.74	3,432.74

REIMBURSABLE EXPENSES

Reproductions			
03/23 Landry & Esber	Reimbursables	112.42	
05/03 Landry & Esber	Blueprints	4.37	
02/28 IN-HOUSE PHOTOCOPY	TLBK - Durante Park	11.80	
Account Subtotal		128.59	

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

Fax Transmissions				
02/28 FAX EXPENSE	February Fax		59.00	
03/30 FAX TRANSMISSIONS	March		34.00	
04/27 FAX	April expense		27.00	
Account Subtotal			120.00	
Postage/Ship/Delivery				
03/23 Rapid Delivery	Deliver Plaque		22.50	
03/23 Rapid Delivery	Pick-up Plaque		8.00	
Account Subtotal			30.50	
Building Materials/Labor				
04/11 Jeff Blevins	Time & Labor		413.11	
Total Reimbursables		1.100 times	692.20	761.42

TOTAL THIS INVOICE 5,391.19

Approved by William E. Maddox
William E. Maddox - Principal

STATEMENT

FROM Jeff Blevins
1469 Wiso Dr.
North Port, FL. 34287

DATE 4/12/95

RECEIVED APR

TO Maddox & Assoc.
1266 1st St.
Sarasota, FL.

TERMS Long Boat Key Pavillion

Senco (Nails)	100.17
Home Depot	170.94
Rental Mart	22.00
+	
Time & Labor	120.00
	$413.11

Thankyou!

Rd 4/17/95

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S1653-CL Duplicate

05/04/95

Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

STATEMENT

Attention: Len Smalley
Reference: Joan M. Durante Community Park
Job No.: 93012.02

Town of Longboat Key
501 Bay Isles Rd.
Longboat Key, FL 34220

For Professional Services through April 30, 1995

PHASE	PROJECT BUDGET	PRIOR CHARGES	CURRENT BILLING	REMAINING BUDGET
Arch. SPR & Design	$6,351.00 *	$6,351.00	$0.00	$0.00
Arch. Const. Plns.	$6,080.00 **	$6,080.00	$0.00	$0.00
Arch. Const. Serv.	$1,890.26 **	$1,093.23	$797.03 ✓	($0.00)
Civil SPR	$2,400.00	$2,400.00	$0.00	$0.00
SWFWMD Permit	$2,400.00	$2,400.00	$0.00	$0.00
FDOT Permit	$1,800.00	$1,800.00	$0.00	$0.00
NPDES Const. Permit	$600.00	$600.00	$0.00	$0.00
Civil Const. Plns.	$8,568.00	$8,568.00	$0.00	$0.00
Civil Const. Serv.	$3,600.00	$2,634.00	$966.00 ✓	$0.00
Civil Certifications	$1,344.00	$0.00	$1,344.00 ✓	$0.00
Civil Tree Survey	$5,496.00	$5,496.00	$0.00	$0.00
Landscape Const. Plns.	$5,604.00	$5,604.00	$0.00	$0.00
Landscape Const. Serv.	$2,136.00	$1,208.26	$927.74 ✓	$0.00
TLBK requested add service - Landscape	$1,752.00 ***	$1,557.00	$195.00 ✓	
TLBK requested add service - Architectural	$736.00 ***	$336.00	$400.00 ✓	
J. Blevins - Constr.	$454.42		$454.42 ✓	
Reimbursables	$5,000.00	$4,369.45	$307.00 ✓	$323.55
	$56,211.68	$50,496.94	$5,391.19	$323.55
		TOTAL NOW DUE	$5,391.19	

* Hourly from 4/18/94 through 7/21/94
** Based on bid costs of welcome center pavilion and shade house x 8%
***Subject to increase as requested by Owner

M E M O R A N D U M

DATE: 05-05-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK FLAGPOLE

I recently received correspondence from Bill Maddox regarding the flagpole. We agreed that:

1. Woodruff, via a change order on their contract, would build the small concrete plaque base and obtain the plaque (see attached). The base is identical to the base they constructed for the plaque by the pavilion.

2. Town crews will construct the concrete foundation and set the flagpole. Bill Maddox will send us a shop drawing so that we may begin.

/cmg

5/2 VCC - Roy/ STEVE - See Me

MADDOX
&
ASSOCIATES

ARCHITECTS

April 25, 1995

Mr. Len Smalley
Director of Public Works
Town of Longboat Key
610 General Harris
Longboat Key, FL 34228

Dear Len:

Please find attached the information for the plaque, flagpole and light to be provided by the Kiwanis Club.

Please note that the cost information is based on Woodruff & Sons providing the labor and materials. Since the contract with Woodruff & Sons is substantially complete, how do you wish to proceed?

I will wait to hear from you before proceeding.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

attachments

RECEIVED
APR 28 1995
PUBLIC WORKS DEPT.

PF3.36

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

PROPOSAL REQUEST

Owner ☐
Architect ☐
Contractor ☐
Field ☐
Other ☐

PROJECT: (name, address)	Joan M. Durante Community Park Longboat Key, FL	PROPOSAL REQUEST NO.:	2
OWNER:	Town of Longboat Key	DATE OF ISSUANCE:	02/01/95
TO: (contractor)	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT:	Maddox & Associates Architects, P.A.. 1266 First Street Suite 9 Sarasota, FL 34236
CONTRACT FOR:	General	ARCHITECT'S PROJECT NO:	93012.02

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. Provide cost information to supply and install 40' flag pole per attached specification 10350.
2. Provide cost information to install 40' flag pole per attached specification 10350 (pole to be supplied by owner).
3. Provide cost information to supply and install Bronzelite "direct burial" light (model GMA-6250-MH-SP) for flagpole (light to operate by photocell).

Note: Flag to be supplied by owner.

Attachments:

Specification 10350

REQUESTED BY:

William E. Maddox

(Signature)

William E. Maddox, AIA Project Architect

(Printed name and title)

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

Public Works
600 GENERAL HARRIS
LONGBOAT KEY, FL. 34228

Fax: (813) 387-7016
Phone: (813) 383-3721

FAX MESSAGE COVER

DATE: 5/5

TO: Mr. Roberts

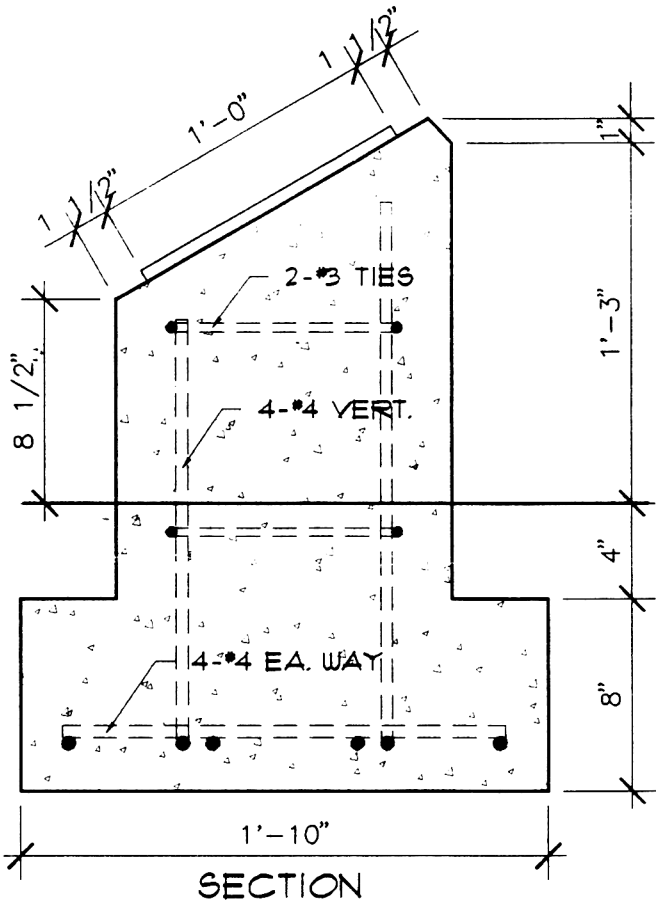
FAX #

NUMBER OF PAGES INCLUDING COVER: 3

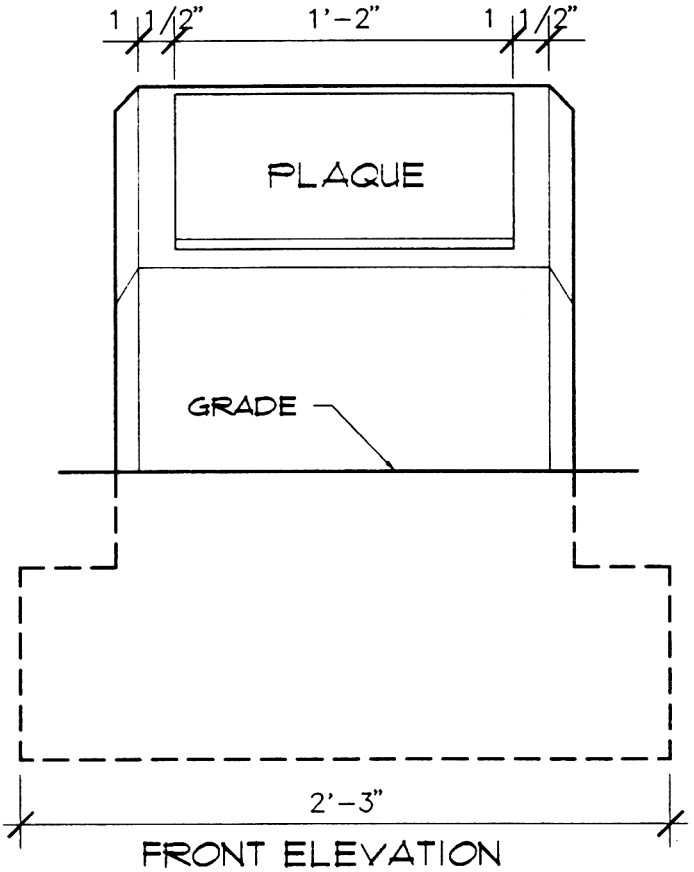
SENT BY: Len Smally

MESSAGE/COMMENT: attachment for memo "Durante Park Flagpole"

PLEASE CALL IF YOU DO NOT RECEIVE ALL FAXED PAGES (813) 383-3721

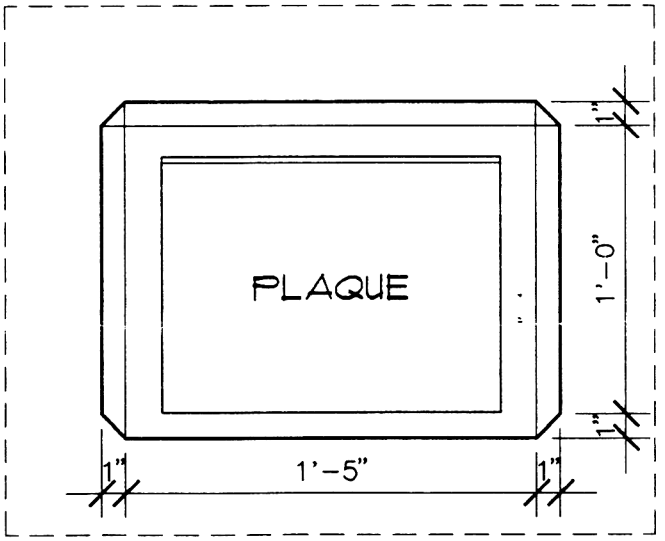


SECTION



FRONT ELEVATION

NOTE:
SEE SK-9 FOR TEXT
ON PLAQUES



PLAN

MADDOX
&
ASSOCIATES
ARCHITECTS

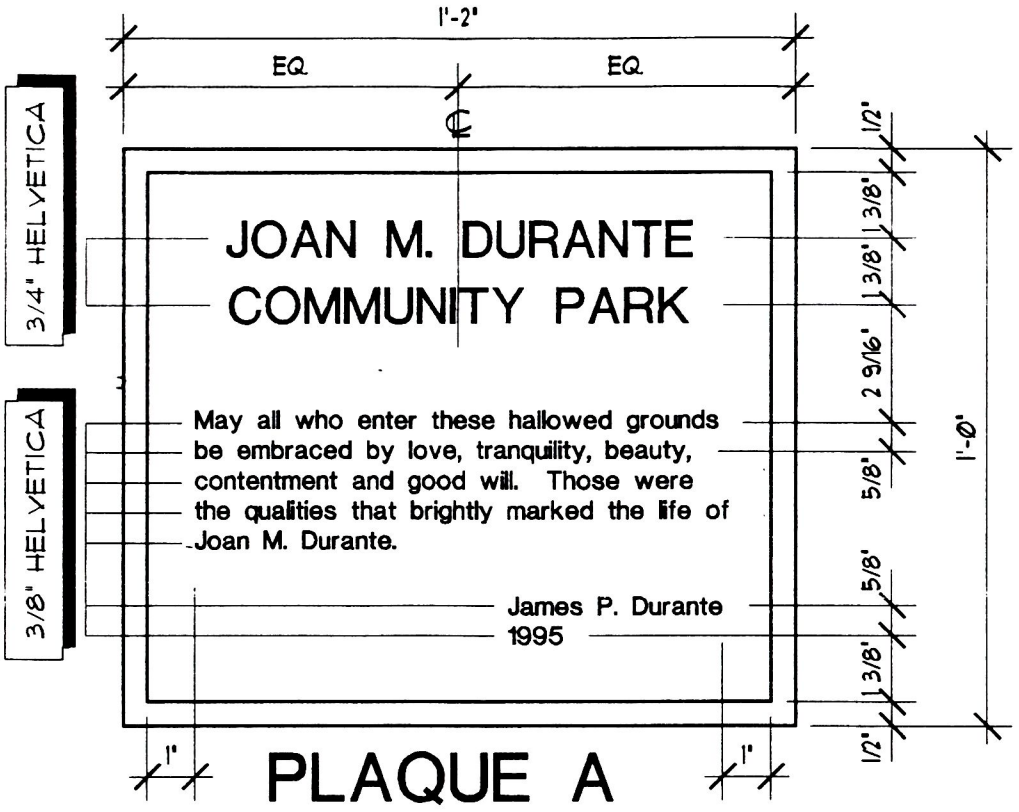
PLAQUE BASE

PROJECT NO.:	9302.02
DATE:	2/1/93
DRAWN BY:	WEM
CHECKED BY:	WEM
SCALE:	1-1/2"=1'-0"
SHEET NO.:	SK-8

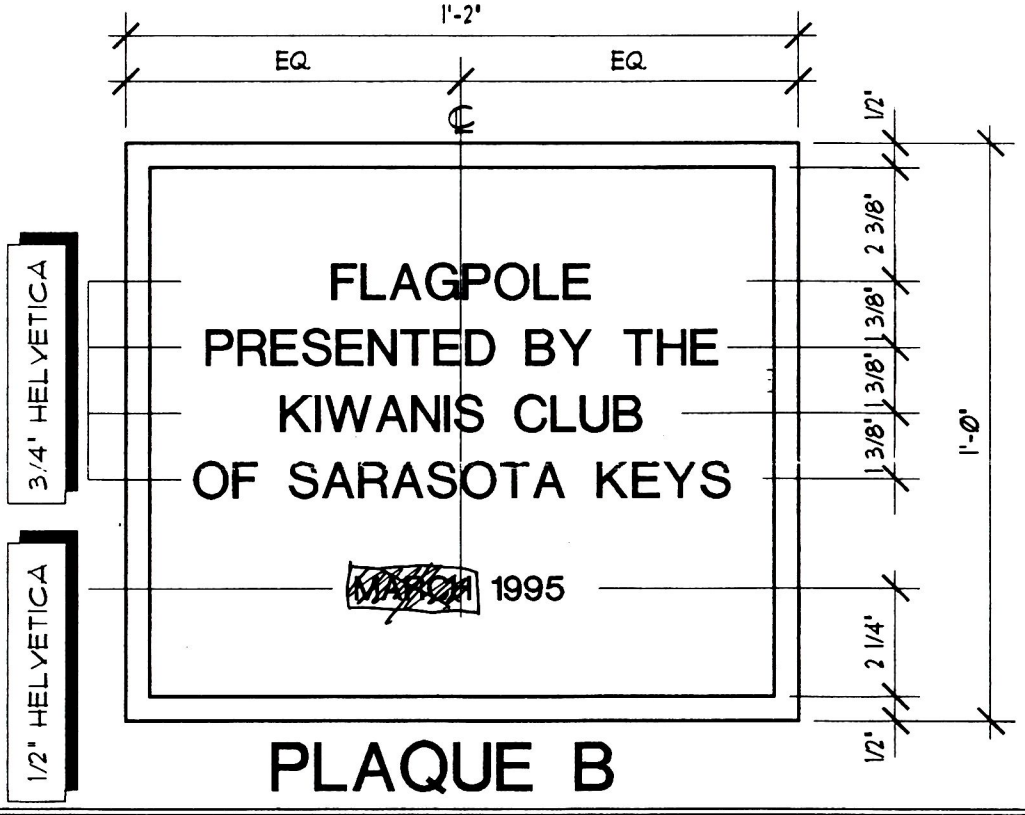
NO. • DATE • REVISION

ISSUED W/ ASI 4

F:\DATA\DWGDATA\TLBK\PARK\CA\SK9 2-6-95 2:25:44 pm EST



PLAQUE A



PLAQUE B

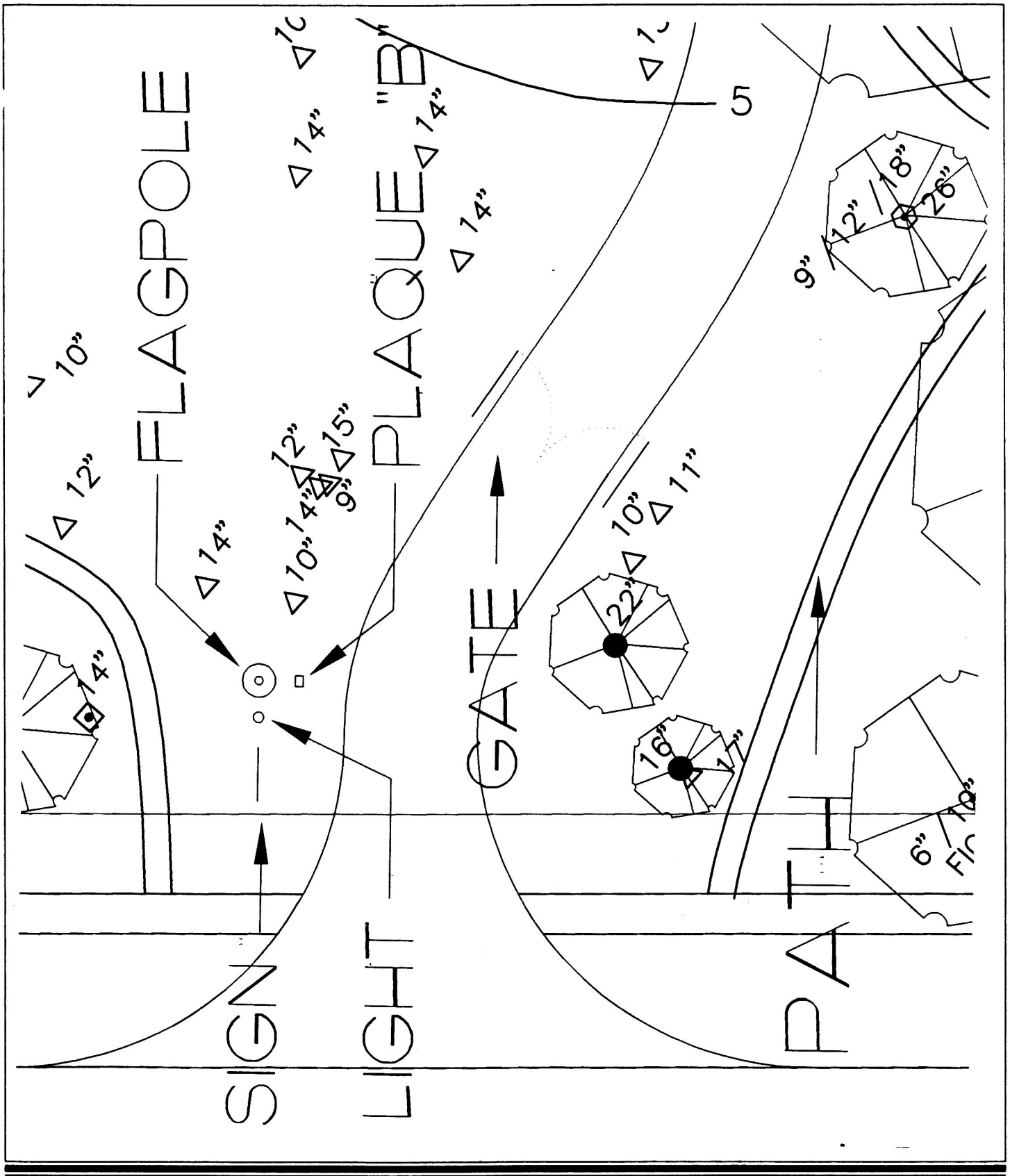
MADDOX & ASSOCIATES
ARCHITECTS

PLAQUES

PROJECT NO.:	9302.02
DATE:	2/1/95
DRAWN BY:	WEM
CHECKED BY:	WEM
SCALE:	3"=1'-Ø"
SHEET NO.:	SK-9

NO. • DATE • REVISION

ISSUED w/ ASI 4



MADDOX & ASSOCIATES

ARCHITECTS

PLAQUE "B", FLAGPOLE, LIGHT AND SIGN LOCATION

PROJECT NO.	9502.02
DATE:	2/1/95
DRAWN BY:	WEM
CHECKED BY:	WEM
SCALE:	1"=20'
SHEET NO.	SK-13

NO. • DATE • REVISION

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

FAX COVER LETTER

DATE: Feb. 6, 1995

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Bill Maddox

FIRM: Maddox & Assoc.

CITY: Sarasota

FAX #: 955-7360

FROM:

NAME: John Huffer

TELEPHONE NO.: (813) 756-1871

FAX NO.: (813) 755-1379

TOTAL NUMBER OF PAGES INCLUDING COVER PAGE 1.

IF YOU DO NOT RECEIVE ALL THE PAGES, OR IF THEY ARE NOT LEGIBLE, PLEASE CALL.

COMMENTS: RE: DURANTE PARK

Cost breakdown for Bronze Plaque & Concrete Base

Cost of Plaque w/ Tax & overhead	$400.00
Cost to Precast Concrete Base	$350.00
Transport, Install base & Plaque	$290.00
Total	$1,040.00

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

February 10, 1995

Mr. Bill Maddox
Maddox & Associates Architects, P.A.
1266 First Street, Suite 9
Sarasota, FL 34236

Re: Joan M. Durante Park
Proposal Request No. 2

Dear Mr. Maddox:

PROPOSAL

1. Cost information to supply and install a 40' flag pole:

Flag pole (natural anodized finish)		$2,409.77
15% Overhead		361.47
Installation		550.50
	Total	$3,321.74

2. Cost information to install Owner's 40' flag pole:

Installation only	Total	$ 668.00

3. Cost information to supply and install Bronzelite light (Model GMA-6250-MH-SP) for flag pole:

(1) Bronzelite, including power feed		$1,820.00
15% Overhead		273.00
	Total	$2,093.00

Sincerely,

John O. Huffer
Woodruff & Sons, Inc.

Approved by
Roy J. Woodruff - President

JOH/jml

Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only) or
(904) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only): 1-800-231-6103

7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 SUNCOM 578-2070

170 Century Boulevard
Bartow, Florida 33830-7700
(813) 534-1448 SUNCOM 572-6200

115 Corporation Way
Venice, Florida 34292-3524
(813) 483-5970 SUNCOM 549-5970

2303 Highway 44 West
Inverness, Florida 34453-3809
(904) 637-1360

An Equal Opportunity Employer

Joe L. Davis, Jr.
Chairman, Wauchula
Roy G. Harrell, Jr.
Vice Chairman, St. Petersburg
Sally Thompson
Secretary, Tampa
James E. Martin
Treasurer, St. Petersburg
James L. Allen
Bushnell
Ramon F. Campo
Brandon
James L. Cox
Lakeland
Rebecca M. Eger
Sarasota
John T. Hamner
Bradenton
Curtis L. Law
Land O' Lakes
Virginia S. Roo
Tampa

Peter G. Hubbell
Executive Director
Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

RECEIVED
MAY 2 1995
PUBLIC WORKS DEPT.

April 21, 1995

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

Subject: **Final Agency Action Transmittal Letter**
Modification of Permit by Letter

Project Name:	Longboat Key, Town of-Joan M. Durante Community Park
Permit No:	4012579.01
County:	Manatee
Sec/Twp/Rge:	25/35S/16E
Letter Received:	March 27, 1995
Expiration Date:	April 21, 1998

Reference: Chapter 40D-4, Florida Administrative Code (F.A.C.)
Section 40D-4.331(2)(b)1-6, F.A.C.

Gentlemen:

We have received your request for modification to your permit, and are pleased to notify you that the modification is authorized.

This permit modifies the previously issued Permit No. 4012579.00, dated December 2, 1994 and entitled Longboat Key, Town of - Durante Community Park, as follows:

1. This Letter of Modification authorizes the realignment of the outfall swale from the bubbler box outlet east for approximately 200 feet.

2. This Letter of Modification does not alter any permit conditions previously approved pursuant to Construction Permit MSSW 4012579.00.

Plans and information submitted to support the modification will be kept on file.

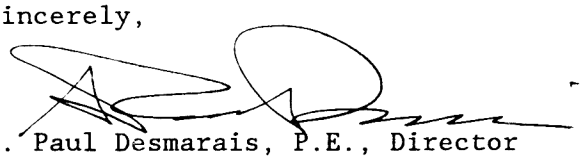
Any person who is substantially affected by the District's Final Agency Action concerning a permit may challenge this permit by requesting an Administrative Hearing in accordance with Section 120.57, Florida Statutes (F.S.), and Part V of Chapter 40D-1, Florida Administrative Code (F.A.C.). A request for hearing must

Excellence Through Quality Service

be filed with (received by) the Agency Clerk of the District at the address above within 14 days after the date of receipt of this notice of Final Agency Action. When actual receipt of notice cannot be determined, receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Section 120.57, F.S.

If we may be of further assistance, please contact Charles L. Hattaway, Jr., P. E. at the Venice office at (813) 483-5970, extension 67.

Sincerely,



A. Paul Desmarais, P.E., Director
Venice Regulation Department

APD:CLH:DDS:mt
cc: File of Record
Records & Data
Landry & Esber , William B. Houghton, P.E.

4/25 DAW - I WOULD APPRECIATE YOUR APPROVAL

LAND USE

RECEIVED
APR 25 1995
PUBLIC WORKS DEPT.

739 St. Judes Dr.
Longboat Key, FL
21 April 1995

Dear Mr. Schield,

Our street, St. Judes Dr. (South), will be resurfaced about the first of May. We have been told that our car can not be driven on the street for about two days. We would like to get permission for ~~for~~ cars to be parked in the cleared area of Durante park at the access which is located at the east end of GulfBay Rd. This would be for two days, both days and overnight. This location would provide the closest access to St. Judes Dr. Thank you.

Frank Cullen

Frank Cullen
383 7322

UP TO PZ&B or CE TO Provide answer.

4-25-95

4/24 mailed copy.

LANDRY & ESBER
130 N. TAMIAMI TRAIL, SUITE 301
SARASOTA, FL 34236
PHONE: (813) 955-6004
FAX: (813) 955-7501

TRANSMITTAL LETTER

PROJECT NAME: JOAN M. DURANTE PARK

PROJECT NO: B00504

TO: TOWN OF LONGBOAT KEY
501 BAY ISLES RD
LONGBOAT KEY, FL 34228

DATE: 4/14/95

If enclosures are not as noted, please inform us immediately - (813) 955-6004

ATTN: MR. GRIFF ROBERTS

WE ARE SENDING YOU:

- ☐ Attached
- ☐ In accordance with your request
- ☐ Under separate cover via _____

THE FOLLOWING:

- ☐ Plans
- ☐ Mylars/Sepias
- ☐ Correspondence
- ☐ Disk
- ☐ Specifications
- ☐ Change Order
- ☐ Shop Drawings
- ☐ _____

RECEIVED APR 17 1995

FOR YOUR:

- ☐ Approval
- ☐ Use
- ☐ Record
- ☐ Signature
- ☐ Review and comment
- ☐ Distribution to parties
- ☐ Information
- ☐ _____

Copies	Date	Rev. #	Description
2			SWFWMD CERTIFICATION &
			MAINTENANCE FORM.
			PLEASE SIGN 2 PLACES ON PAGE
			2 OF 2, EACH SET & RETURN
			TO LANDRY & ESBER.

REMARKS: Thank You

SIGNED: W B Slaughter

COPY TO: _____

COPY FOR L.S.

LANDRY & ESBER
130 N. TAMIAMI TRAIL, SUITE 301
SARASOTA, FL 34236
PHONE: (813) 955-6004
FAX: (813) 955-7501

RECEIVED
APR 24
PUBLIC WORKS DEPT.

TRANSMITTAL LETTER

PROJECT NAME: JOAN M. DURANTE PARK

PROJECT NO: B00504

TO: TOWN OF LONGBOAT KEY
501 BAY ISLES RD
LONGBOAT KEY, FL 34228

DATE: 4/14/95

ATTN: MR. GRIFF ROBERTS

If enclosures are not as noted, please inform us immediately - (813) 955-6004

WE ARE SENDING YOU:

☐ Attached
☐ In accordance with your request
☐ Under separate cover via _____

THE FOLLOWING:

☐ Plans
☐ Mylars/Sepias
☐ Correspondence
☐ Disk
☐ Specifications
☐ Change Order
☐ Shop Drawings
☐ _____

RECEIVED
APR 11 1995
TOWN
LANDRY & ESBER

FOR YOUR:

☐ Approval
☐ Use
☐ Record
☐ Signature
☐ Review and comment
☐ Distribution to parties
☐ Information
☐ _____

Copies	Date	Rev. #	Description
2			SWFWMD CERTIFICATION &
			MAINTENANCE FORM.
			PLEASE SIGN 2 PLACES ON PAGE
			2 OF 2, EACH SET & RETURN

REMARKS: TO LANDRY & ESBER.

Thank You

SIGNED: W R Houghton

COPY TO: _____

Statement of Completion and Request for Transfer to Operation Entity

Within 30 days after completion of construction of the Surface Water Management system, the owner or authorized agent must *SEND THE ORIGINAL PLUS ONE COPY OF THIS FORM AND TWO COMPLETE SETS OF CERTIFIED AS-BUILT DRAWINGS* for the Surface Water Management system structures and appurtenances to the Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34609-6899. Upon receipt, the District will review this statement of completion and may inspect the system for compliance with the approved permit and as-built drawings. Within 30 days after receipt of this statement, the District will notify the permittee whether the operation phase of the permit may commence. The operation phase of this permit is effective when the statement of completion form is signed by an authorized District representative.

(1) SURFACE WATER MANAGEMENT SYSTEM INFORMATION:

PERMIT No.: 4012579.00 & .01 COUNTY: Manatee

PROJECT NAME: Durante Community Park

PERMITTEE: Town of Longboat Key

ADDRESS: 501 Bay Isles Road

CITY: Longboat Key STATE: FL ZIP: 34228

TELEPHONE: (813) 383-3721

(2) I hereby certify that all facilities have been built substantially in accordance with the approved permit design plan and that any substantial deviations (attached) will not prevent the system from functioning in compliance with the requirements of this chapter. This certification is verified by the attached "as-built" drawings (as-built drawings and certification must be signed and sealed by a Professional Engineer, if required by Chapter 471, F.S.).

BY: _____
SIGNATURE OF ENGINEER OF RECORD

(AFFIX SEAL)

William B. Houghton, P.E. 33150
NAME (*Please Type*) FLORIDA REGISTRATION No.

Landry & Esber
COMPANY NAME

130 N. Tamiami Tr., Suite 301
COMPANY ADDRESS

Sarasota, Florida 34236

PHONE: (813) 955-6004 DATE: 04/11/95

(3) The District is hereby notified that construction of the Surface Water Management system is completed, and the Permittee requests that the Surface Water Management permit be transferred to the entity for operation and maintenance as named in Section (4).

By: _____
SIGNATURE OF OWNER, PERMITTEE OR AUTHORIZED AGENT

Griff Roberts, Town Manager
NAME AND TITLE (*Please Type*)

Town of Longboat Key
COMPANY NAME

PERMIT NUMBER: 4012579.00 & .01

501 Bay Isles Road
ADDRESS

Longboat Key, Florida 34228
CITY, STATE, ZIP

PHONE: (813) 383-3721

(4) The below-named entity or individual agrees to maintain and operate the Surface Water Management system in compliance with all permit conditions and the provisions of Chapter 40D-4, Florida Administrative Code (F.A.C.).

By: _____
SIGNATURE OF INDIVIDUAL OR AUTHORIZED AGENT FOR OPERATION ENTITY

Town of Longboat Key
NAME OF INDIVIDUAL OR OPERATION ENTITY

Griff Roberts, Town Manager
NAME AND TITLE (*Please Type*)

501 Bay Isles Road
ADDRESS

Longboat Key, Florida 34228
CITY, STATE, ZIP

PERMIT NUMBER: 4012579.00 & .01

PHONE: (813) 383-3721 DATE: _____

RESPONSIBILITY FOR MAINTENANCE AND OPERATION MAY BE TRANSFERRED TO ANOTHER ENTITY ONLY UPON WRITTEN NOTICE AND APPROVAL BY THE DISTRICT IN ACCORDANCE WITH RULE 40D-4.351, F.A.C.

SWFWMD USE ONLY

Based upon the certification by the Engineer of Record in Section (2) and the notice of completion in Section (3), the responsibility for operation and maintenance of the system is transferred to the entity named in Section (4), and the operation phase of this permit is effective on the date indicated below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

_____
AUTHORIZED DISTRICT REPRESENTATIVE

_____
NAME AND TITLE

DATE: _____

PERMIT NUMBER: _____

Statement of Completion and Request for Transfer to Operation Entity

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PERMIT NO.: 4012579.00 & .01 COUNTY: Manatee

PROJECT NAME: Durante Community Park

PERMITTEE: Town of Longboat Key

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CITY: Longboat Key STATE: FL ZIP: 34228

TELEPHONE: (813) 383-3721

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BY: _____
SIGNATURE OF ENGINEER OF RECORD

(AFFIX SEAL)

William B. Houghton, P.E. 33150
NAME (*Please Type*) FLORIDA REGISTRATION NO.

Landry & Esber
COMPANY NAME

130 N. Tamiami Tr., Suite 301
COMPANY ADDRESS

Sarasota, Florida 34236

PHONE: (813) 955-6004 DATE: 04/11/95

(3) The District is hereby notified that construction of the Surface Water Management system is completed, and the Permittee requests that the Surface Water Management permit be transferred to the entity for operation and maintenance as named in Section (4).

By: _____
Signature of Owner, Permittee or Authorized Agent

Griff Roberts, Town Manager
Name and Title (*Please Type*)

Town of Longboat Key
Company Name

Permit Number: 4012579.00 & .01

501 Bay Isles Road
Address

Longboat Key, Florida 34228
City, State, Zip

Phone: (813) 383-3721

(4) The below-named entity or individual agrees to maintain and operate the Surface Water Management system in compliance with all permit conditions and the provisions of Chapter 40D-4, Florida Administrative Code (F.A.C.).

By: _____
Signature of Individual or Authorized Agent for Operation Entity

Town of Longboat Key
Name of Individual or Operation Entity

Griff Roberts, Town Manager
Name and Title (*Please Type*)

501 Bay Isles Road
Address

Longboat Key, Florida 34228
City, State, Zip

Permit Number: 4012579.00 & .01

Phone: (813) 383-3721 Date: _____

RESPONSIBILITY FOR MAINTENANCE AND OPERATION MAY BE TRANSFERRED TO ANOTHER ENTITY ONLY UPON WRITTEN NOTICE AND APPROVAL BY THE DISTRICT IN ACCORDANCE WITH RULE 40D-4.351, F.A.C.

SWFWMD USE ONLY

Based upon the certification by the Engineer of Record in Section (2) and the notice of completion in Section (3), the responsibility for operation and maintenance of the system is transferred to the entity named in Section (4), and the operation phase of this permit is effective on the date indicated below.

Southwest Florida Water Management District

_____
Authorized District Representative

_____
Name and Title

Date: _____

Permit Number: _____

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM THE UNDERSIGNED EVERY TIME YOU PAY YOUR CONTRACTOR. 04/14/95

NOTICE TO OWNER/PRELIMINARY NOTICE

Z387 613636
LONGBOAT KEY, TOWN OF
ATT:TERRY SULLIVAN FINANCE DIRECTOR
501 BAY ISLES ROAD
LONGBOAT KEY FL 34228

Please be informed that the undersigned is furnishing, or has furnished the following described materials, labor, and/or services: FASTENERS, TOOLS AND INDUSTRIAL SUPPLIES
for the improvement of real property described as:
GULF OF MEXICO DR, 5560/ LONGBOAT KEY
DURANTE PARK PAVILLION TOWN OF LONGBOAT KEY
NTO:495-77503 MANATEE County, FL Recd:04/08/95

under an order given by: BILL HALFACRE CONSTRUCTION

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IN THE EVENT THAT THE CONTRACT FOR IMPROVEMENTS IS BONDED, PURSUANT TO SECTION 713.23, FLORIDA STATUTES, SECTION 255.05, FLORIDA STATUTES, TITLE 40 U.S.C. SECTION 270, OR ANY OTHER FORM OF BOND, THE UNDERSIGNED INTENDS TO LOOK TO THAT BOND FOR PROTECTION AND PAYMENT. THE UNDERSIGNED REQUESTS A COPY OF THE PAYMENT BOND AND A COPY OF ANY DIRECT CONTRACTS PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT AND AGREES TO PAY REASONABLE COPY COSTS FOR SUCH COPY.

THIS NOTICE IS NOT A LIEN, CLOUD NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY. NOR IS IT A MATTER OF PUBLIC RECORD.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Professional Regulation.

By: MS V.PATZER
Authorized Agent for:

Gen.Contractor: Z387 613637
WOODRUFF & SONS INC
PO BOX 10127
BRADENTON FL 34282-0127

ALLIED FASTENER AND TOOL, INC.
1130 NORTH G STREET
LAKE WORTH, FLORIDA 33460

SURETY :Z387 613638
ST PAUL FIRE & MARINE INSURANCE CO
385 WASHINGTON ST
ST PAUL MN 55102

RECEIVED
APR 1[illegible]
PUBLIC WORKS DEPT.

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

FAX COVER LETTER

DATE: 3-14-95

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Steve Schield

FIRM: Planning

CITY: Longboat Key

FAX #: 387-7016

FROM:

NAME: John Huffee

TELEPHONE NO.: (813) 756-1871

FAX NO.: (813) 755-1379

TOTAL NUMBER OF PAGES INCLUDING COVER PAGE 2.

IF YOU DO NOT RECEIVE ALL THE PAGES, OR IF THEY ARE NOT LEGIBLE, PLEASE CALL.

COMMENTS: RE: Durante Park
Please see the attached letter from my irrigation Sub. Please see what you can do!
Thanks
John

Irrigation Design Associates

Terry Fiddelke, President

3/14 TO Roy FOR Verification

March 14, 1995

Woodruff & Sons, Inc.
P.O. Box 10127
Bradenton, FL. 34282-0127
Attn: John Huffer

3/15 Roy gone you report -

RE: The Durante Park -Project.

Dear John,

Please inform the City Of Longboat Key, that their Landscape crews have damaged Irrigation Main-Lines, Stub-ups, Valves and Wires, by carelessley driving over marked Main and Laterals. On Friday, March 3rd, they damaged a Six (6') section of Main, Filler Pipe, and Wires, after we notified them of the main location. By not notifying us in a timely manner, or even shutting off the Gate Valve at the Well, the main line and filler pipe became loaded with gravel.

Today their Crews broke a stub up and then informed my Crew Cheif, " to get used to it". We don't boleive that this attitude is appropriate or in the best interest of the Owner. All we ask is that the City Workers respect our work, as much as we respect theirs.

Our rates for this type of service work is Thirty Five ($35.00) dollars an hour, plus materials. Our invoice for this work will follow under a seperate cover.

Sincerely,

Terry A. Fiddelke

Terry A. Fiddelke
Irrigation Design Assoc.
Owner

CC: David W. Johnston Assoc., Inc
1487 Second Street Suite # E
Sarasota, FL. 34236

4411 CLARK ROAD • SARASOTA, FLORIDA 34233
PH: (813) 927-1279 • FAX: (813) 925-8987

ALLIED
FASTENER
& TOOL
1130 NORTH G STREET
LAKE WORTH, FL 33460

CERTIFIED

Z 387 613 636

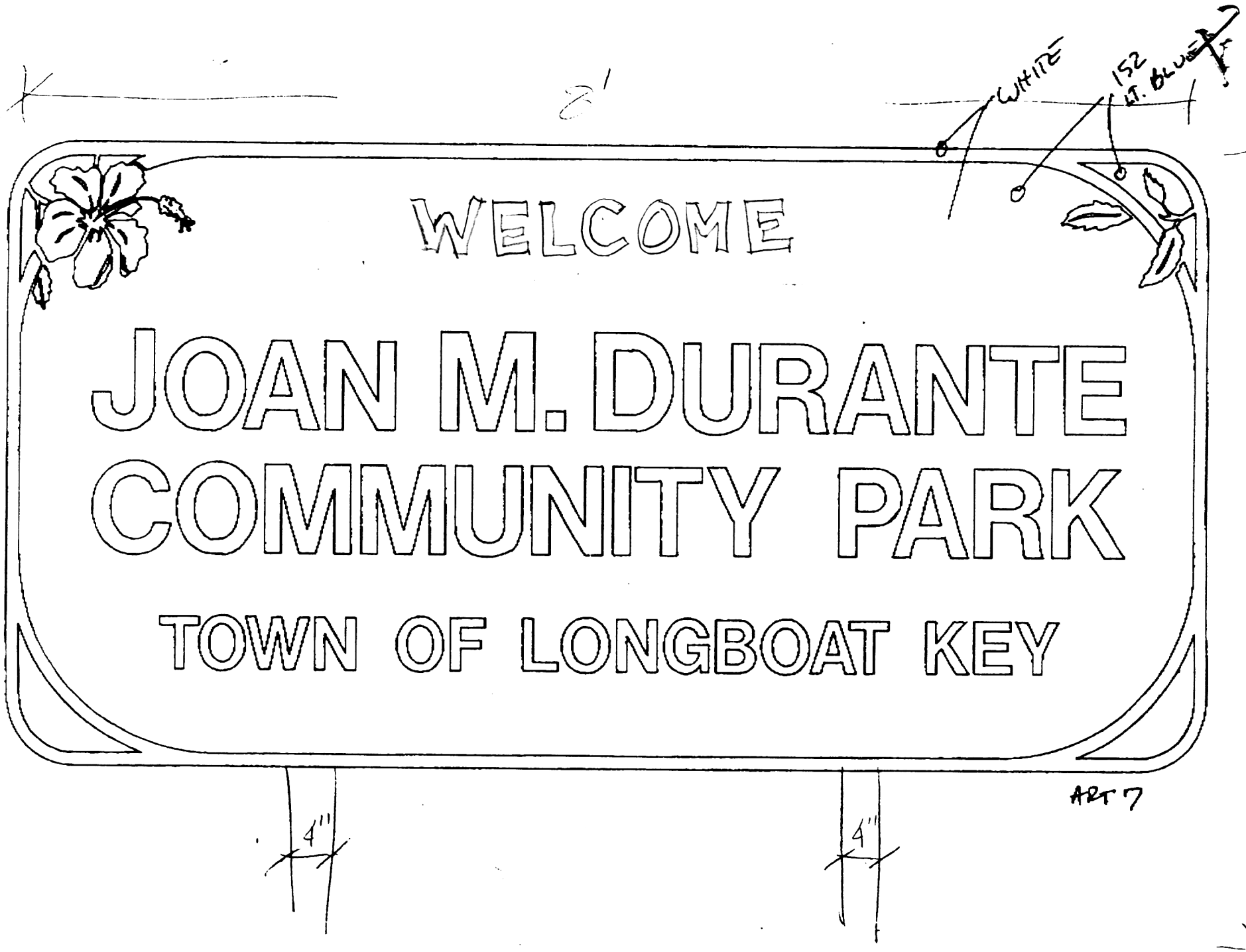
MAIL

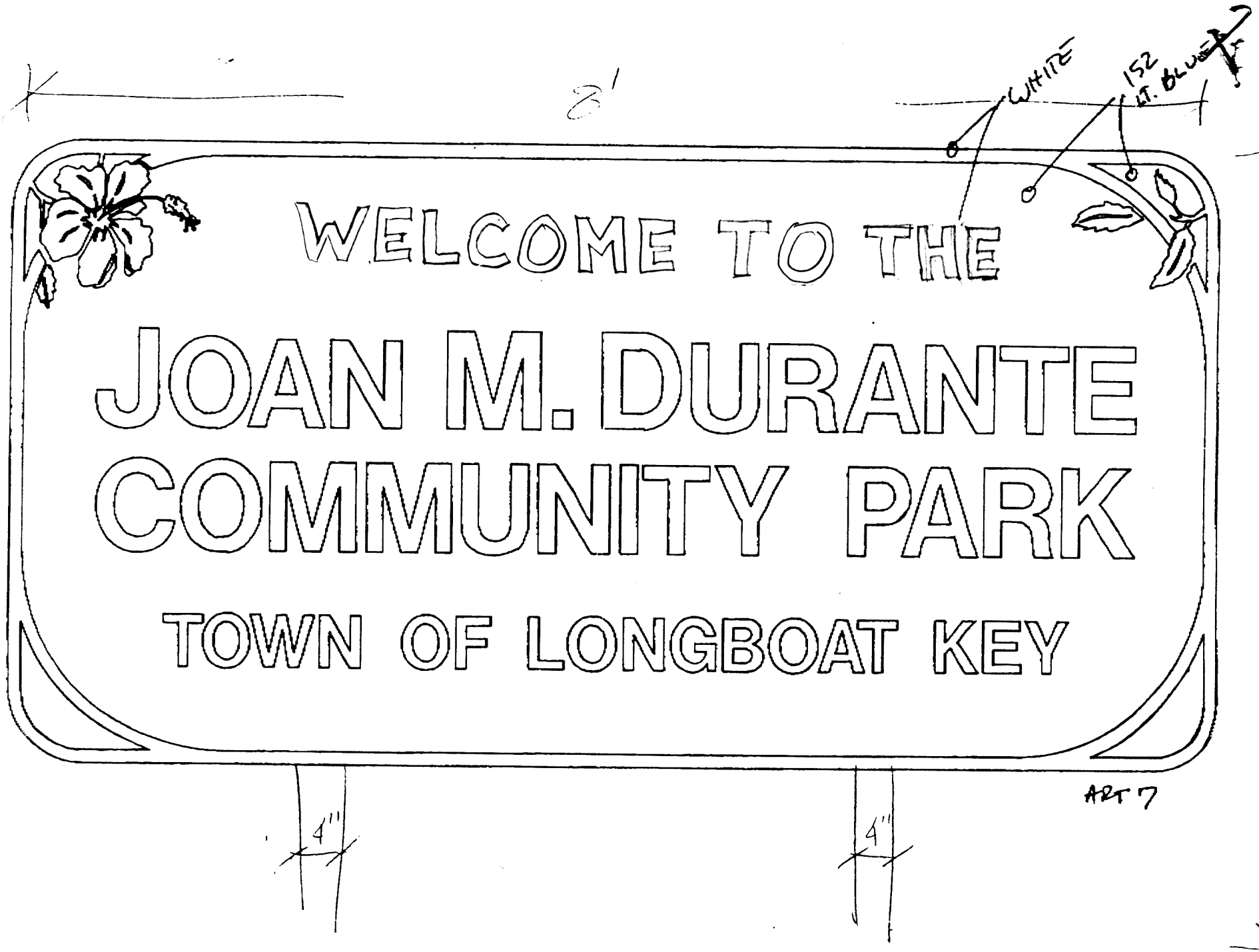
WEST PALM BEACH, FL 334
PM
15 APR
1995

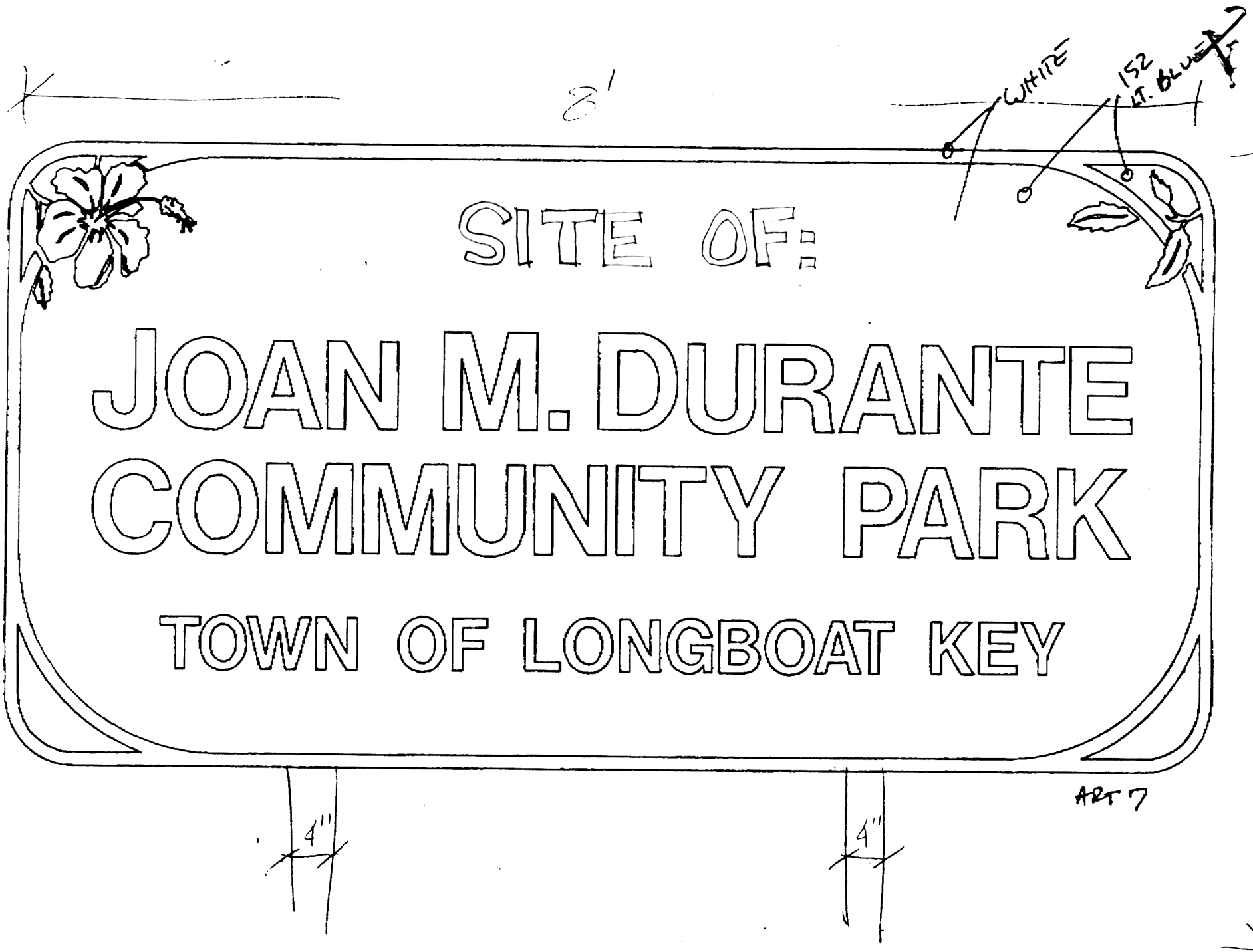
RETURN RECEIPT
REQUESTED

LONGBOAT KEY, TOWN OF
ATT:TERRY SULLIVAN FINANCE DIRECTOF
501 BAY ISLES ROAD
LONGBOAT KEY FL 34228

34228-3196 12


WHITE
152
LT. BLUE
WELCOME
JOAN M. DURANTE
COMMUNITY PARK
TOWN OF LONGBOAT KEY
4"
4"
ART 7


8'
WHITE
152
LT. BLUE
WELCOME TO THE
JOAN M. DURANTE
COMMUNITY PARK
TOWN OF LONGBOAT KEY
4"
4"
ART 7


8'
WHITE
152
LT. BLUE
SITE OF:
JOAN M. DURANTE
COMMUNITY PARK
TOWN OF LONGBOAT KEY
4"
4"
ART 7

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

April 7, 1995

A. Paul Desmarais, P.E.
Director
Venice Permitting Department
S.W.F.W.M.D.
111 Corporation Way
Venice, FL 34292

RE: Durante Park

Dear Mr. Desmarais:

Thank you and Hugh Dinkler for meeting with Len Smally, the Town's Director of Public Works, in regard to Daniel Somodi's letter of March 24, 1995.

It is my understanding, based on your meeting on site, that all construction deviations have been corrected and all issues are resolved.

We look forward to working with you and your staff on the next phase of the park.

Sincerely,

Griff H. Roberts
Town Manager

GHR/LAS/cmg
cc: Len Smally, Director of Public Works
William Maddox, AIA

Southwest Florida
Water Management District
2379 Broad Street (U.S. 41 South), Brooksville, Florida 34609-6899
Phone (904) 796-7211 or 1-800-423-1476

A. Paul Desmarais, P.E.
Director
Venice Permitting Department
111 Corporation Way • Venice, Florida 34292 • Phone (813) 483-5970
Excellence Through Quality Service

April 7, 1995

FOR MANAGER'S APPROVAL

A. Paul Desmarais, P.E.
Director
Venice Permitting Department
S.W.F.W.M.D.
111 Corporation Way
Venice, FL 34292

RE: Durante Park

Dear Mr. Desmarais:

Thank you and Hugh Dinkler for meeting with Len Smally, the Town's Director of Public Works, in regard to Daniel Somodi's letter of March 24, 1995.

It is my understanding, based on your meeting on site, that all construction deviations have been corrected and all issues are resolved.

We look forward to working with you and your staff on the next phase of the park.

Sincerely,

Griff H. Roberts
Town Manager

GHR/LAS/cmg
cc: Len Smally, Director of Public Works
William Maddox, AIA

Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only) or (904) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only): 1-800-231-6103

7601 Highway 301 North, Tampa, Florida 33637-6759, (813) 985-7481 SUNCOM 578-2070
170 Century Boulevard, Bartow, Florida 33830-7700, (813) 534-1448 SUNCOM 572-6200
111 Corporation Way, Venice, Florida 34292-3524, (813) 483-[illegible] SUNCOM 574-6070
2303 Highway 44 West, Inverness, Florida 34453-3809, (904) 637-1360

An Equal Opportunity Employer

Joe L. Davis, Jr.
Chairman, Wauchula
Roy G. Harrell, Jr.
Vice Chairman, St. Petersburg
Sally Thompson
Secretary, Tampa
James E. Martin
Treasurer, St. Petersburg
Charles A. Black
Crystal River
Ramon F. Campo
Brandon
James L. Cox
Lakeland
Rebecca M. Eger
Sarasota
John T. Hamner
Bradenton
Curtis L. Law
Land O' Lakes

Peter G. Hubbell
Executive Director
Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

March 24, 1995

RECEIVED
MAR 28 1995
PUBLIC WORKS DEPT.

Mr. Griff Roberts
Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

Subject: CONSTRUCTION DEVIATION
Project name: Joan M. Durante Community Park
Permit No.: 4012579.00/CT19639
Location: 25/35S/16E
County: Manatee

Dear Mr. Roberts:

The Southwest Florida Water Management District is responsible for protecting the water resource and its related environment for the citizens of the District. The District Governing Board has adopted permitting requirements designed to conserve water resources, preserve water quality, protect wetlands, and reduce flooding.

District staff conducted a site visit to the above referenced project on March 14, 1995 and observed apparent areas of non-compliance with the issued permit. On March 15, 1995 a field meeting was held where the following agency representatives were present:

Leonard Smalley, P.E.	Town of Longboat Key
William B. Houghton, P.E.	Landry & Esber Engineers, Surveyors
Jim Hunter	Woodruff Construction Co.
Charles L. Hattaway, P.E.	SWFWMD
Daniel D. Somodi	SWFWMD

The main goal of this meeting was to record the problem areas found on the construction site. The following is a list of observed problems with their respective stations.

1. Unpermitted construction outside of the project boundaries, specifically land clearing and the construction of the discharge swale outside the project limits. "Construction" as defined in District Rule 40D-4.021(13) ...

> "Construction" means any on site activity which will result in the creation of a new surface water management system, or the abandonment or alteration of an existing surface water management system, including the building, assembling, expansion or recontouring of the property; the erection of buildings or other structures, or any part thereof; or **land clearing.**

Excellence Through Quality Service

2. Unauthorized wetland impacts to **Outstanding Florida Waters**:

   A. Please reestablish original survey, and flag District verified wetland boundaries accordance with your permit Specific Condition No. 2, within five days receival of this letter. District staff will conduct a site visit to verify compliance with this requirement.

   B. Please submit a restoration plan including a detailed biological assessment from adjacent undisturbed areas to establish success criteria in writing no later than April 7, 1995.

   C. Environmental monitoring in the restoration project for wetland impacts will be required.

3. Turbidity, erosion and sediment control is a major problem at this time. Silt screens were down, in need of maintenance, or needed to be installed, as defined in Standard Condition No. 18.

4. Other permit conditions which are of particular concern to the District at this time include: Specific Condition No. 3, Limiting Conditions No. 2, 8, and 19.

Other areas may also not be in compliance with the issued permit. Your immediate attention to these matters is necessary for your project to be in compliance with the issued permit. Failure to adequately resolve and correct these items may result in this matter being referred to the Enforcement Section for compliance. Please notify us in writing specifically addressing each of the above listed items, measures to be taken to correct the outstanding items and specific time frames for each item. Please respond in writing no later than April 7, 1995 so this may be resolved at the staff level.

If you require further assistance in addressing these concerns please contact Daniel D. Somodi at (813) 483-5970.

Sincerely,

for Daniel D. Somodi
Environmental Scientist
Venice Permitting Department
Resource Regulation

DDS:ds
cc: File of Record
Charles L. Hattaway P.E.
Patricia M. Hobson
Leonard Smalley P.E.
William B. Houghton P.E.
Jim Hunter

Govn. Exempt

Shade area over

Muck

Southwest Florida Water Management District

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March 24, 1995

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Town Manager
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Sincerely,

Hugh D. Dunkle

for Daniel D. Somodi
Environmental Scientist
Venice Permitting Department
Resource Regulation

DDS:ds
cc: File of Record
Charles L. Hattaway P.E.
Patricia M. Hobson
Leonard Smalley P.E.
William B. Houghton P.E.
Jim Hunter

Southwest Florida
Water Management District
2379 Broad Street (U.S. 41 South) Brooksville, Florida 34609-6899





Leonard Smalley, P.E.
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

34228-3196 12

PROPOSAL REQUEST

Owner [X]
Architect [ ]
Contractor [ ]
Field [ ]
Other [ ]

PROJECT: (name, address) Joan M. Durante Community Park, Longboat Key, FL

PROPOSAL REQUEST NO.: 6

OWNER: Town of Longboat Key

DATE OF ISSUANCE: 03/21/95

TO: (contractor) Woodruff and Sons, Inc.
P.O. Box 10127
Bradenton, FL 33507

ARCHITECT: Maddox & Associates Architects, P.A..
1266 First Street Suite 9
Sarasota, FL 34236

CONTRACT FOR: General

ARCHITECT'S PROJECT NO: 93012.02

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. Provide cost information to provide additional deck support as indicated on attached sketch SK-25.

RECEIVED
MAR 24
PUBLIC WORKS DEPT.

Attachments:

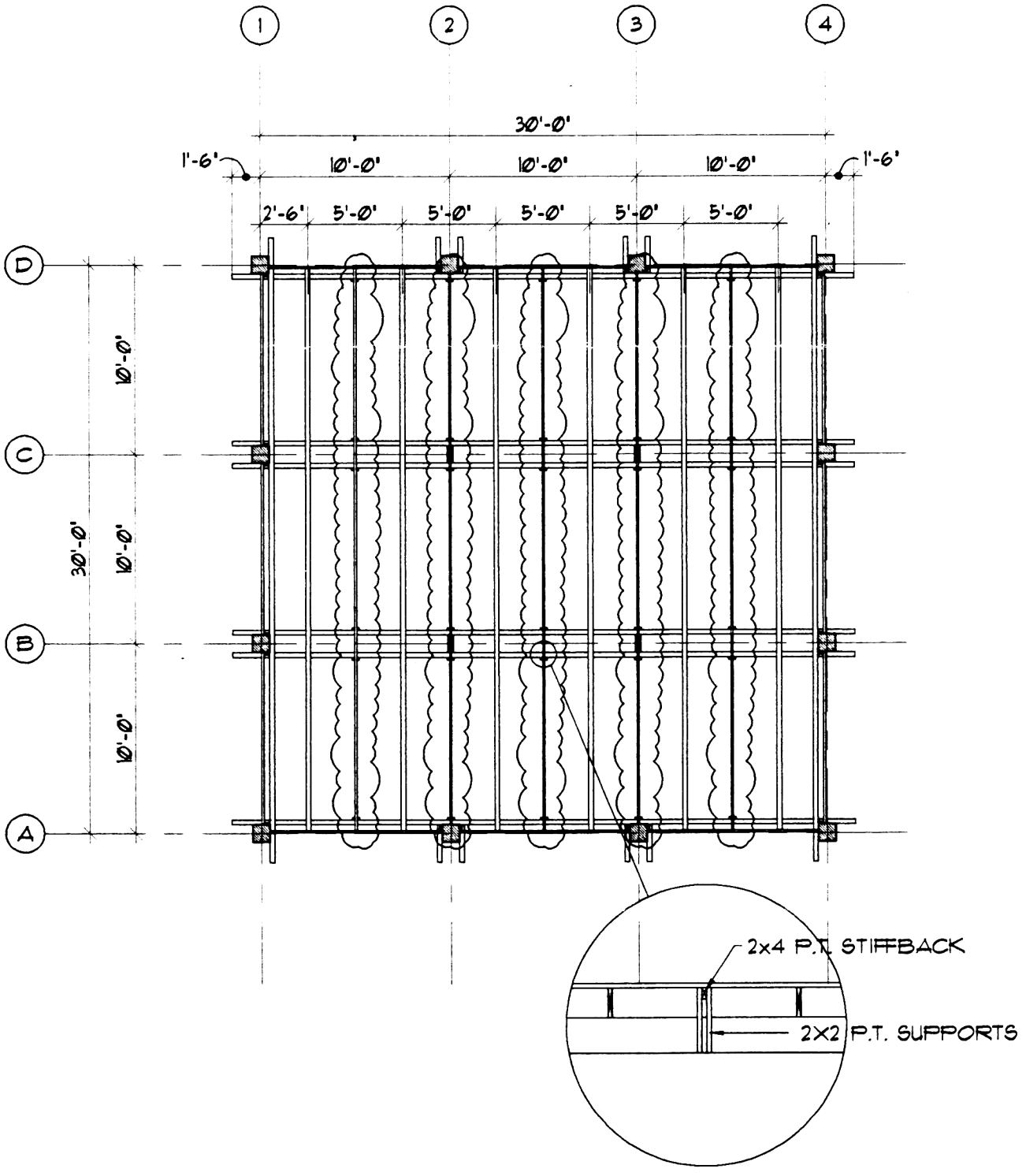
SK-25

REQUESTED BY:

William E. Maddox
(Signature)

William E. Maddox, AIA Project Architect
(Printed name and title)

F:½DATA½DWGDATA½TLBK½PARK½CA½SK-25 3-21-95 3:33:04 pm EST



MADDOX & ASSOCIATES

ARCHITECTS

DURANTE PARK

ADDITIONAL DECK SUPPORT

PROJECT NO.	9502.02
DATE:	3/21/95
DRAWN BY:	WEM
CHECKED BY:	WEM
SCALE:	1/8"=1'-0"
SHEET NO.	SK-25

NO. • DATE • REVISION

cc DG
LS

4/13 ✓ STEVE Make sure Don knows we ~~must~~ may take back our property + plant a buffer.

RECEIVED
APR 12 1995
PUBLIC WORKS DEPT.

April 4, 1995

Griff H. Roberts, Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

Dear Mr. Roberts:

I would like to thank you and your staff for a job well done. The Joan M. Durante Park has turned out beautiful and your staff efforts are recognized. Our family would like to donate some plant material to the park, please have your representative contact me at home, 383-0171 or at the office, 383-2182 and we can discuss the park's current needs.

Again thank you for your efforts.

Donald S. Jelinek

DSJ

531 GULF BAY ROAD
LONGBOAT KEY FL 34228

RECEIVED
APR 5 1995
TOWN MANAGER OFFICE

or coastal barrier dune system for the preservation and protection of such beach or dune system.

History.—s. 48, ch. 84-338; s. 14, ch. 85-138.

403.817 Legislative intent; determination of the natural landward extent of waters for regulatory purposes.—

(1) It is recognized that the levels of the waters of the state naturally rise and fall, depending upon tides and other hydrological, meteorological, and geological circumstances and features. The natural rise and fall of the waters is essential to good water quality, but often makes it difficult to determine the natural landward extent of the waters. Therefore, it is the intent of the Legislature that the Department of Environmental Regulation establish a method of making such determinations, based upon ecological factors which represent these fluctuations in water levels.

(2) In order to accomplish the legislative intent expressed in subsection (1), the department is authorized to establish by rule, pursuant to chapter 120, the method for determining the landward extent of the waters of the state for regulatory purposes. Such extent shall be defined by species of plants or soils which are characteristic of those areas subject to regular and periodic inundation by the waters of the state. The application of plant indicators to any areas shall be by dominant species. However, no landowner shall suffer any property loss or gain because of vegetation changes due to mosquito control activities conducted upon his property, provided these activities are or have been undertaken as part of a governmental mosquito control program. To the extent that certain lands have come within department jurisdiction pursuant to this section or chapter 253 solely due to insect control activities, these lands shall not be subject to permitting requirements for the discharge of dredge or fill material.

(3) Amendments adopted after April 5, 1977, to the rules of the department adopted before April 5, 1977, relating to dredging and filling and which involve additions or deletions of the vegetation or soil indexes or the addition or deletion of exemptions shall be submitted in bill form to the Speaker of the House of Representatives and to the President of the Senate for their consideration and referral to the appropriate committees. Such rule amendments shall become effective only upon approval by act of the Legislature. However, whenever the Legislature amends any exemption relating to dredging and filling, the department may amend its rules to make them consistent with changes made by the Legislature.

(4) To the extent that any plant or soil indicators are enacted into law by the Legislature for the purpose of defining the landward extent of the waters of the state for regulatory purposes, the plant or soil indicators adopted by the department regarding areas covered by legislation shall be consistent with said legislation.

(5) The landward extent of waters as determined by the rules authorized by this section shall be for regulatory purposes only and shall have no significance with respect to sovereign ownership.

History.—ss. 1, 2, ch. 77-170; s. 5, ch. 78-95; s. 5, ch. 85-269; s. 2, ch. 85-334.

403.8171 Ratification of 'Rule 17-4.022, Florida Administrative Code, with additions and deletions to the vegetation and soil indexes and with limitations on the determination of landward extent of waters.— Pursuant to s. 403.817, the Legislature ratifies the rule adopted on January 25, 1984, by the Environmental Regulation Commission with the following changes:

(1)(a) In 'Rule 17-4.022(2), Florida Administrative Code, the following shall be removed: *Blechnum serrulatum*; *Carex leptalea*; *Carex stipata*; *Carya aquatica*; *Conocarpus erectus*; *Crataegus viridis*; *Cymodocea filiformis*; *Cyperus odoratus*; *Dichromena spp.*; *Dryopteris ludoviciana*; *Gleditsia aquatica*; *Gratiola ramosa*; *Halodule beaudettei*; *Hypericum fasciculatum*; *Illicium floridanum*; *Liriodendron tulipifera* in all counties south of Taylor, Lafayette, Suwannee, Columbia, Baker, and Duval; *Lycopus rubellus*; *Myrica inodora*; *Osmunda spp.*; *Panicum repens*; *Panicum virgatum*; *Pluchea spp.*; *Polygala cymosa*; *Populus deltoides*; *Rhexia*, all species except *R. alifanus*, *R. lutea*, *R. mariana*, *R. petiolata*, and *R. virginica*; *Sabatia bartramii*; *Sarracenia spp.*; *Schizachyrium rhizomatum*; *Sesuvium maritimum*; *Sesuvium portulacastrum*; *Spartina spp.*; *Thalassia testudinum*; and *Woodwardia spp.*

(b) In 'Rule 17-4.022(2), Florida Administrative Code, the following shall be added: *Muhlenbergia capillaris*; *Muhlenbergia schreberi*; *Osmunda regalis*; *Rhexia parviflora*; *Rhexia salicifolia*; and *Spartina*, all species except *S. bakeri*.

(2)(a) In 'Rule 17-4.022(3), Florida Administrative Code, the following shall be removed: *Acer spp.*; *Baccharis halimifolia*; *Carya glabra* in all counties west of Dixie, Gilchrist, and Columbia; *Cliftonia monophylla*; *Cyrilla racemiflora*; *Liriodendron tulipifera* in all counties north and west of and including Taylor, Lafayette, Suwannee, Columbia, Baker, and Duval; *Melaleuca quinquenervia*; *Muhlenbergia spp.*; *Rhexia alifanus*; *Rhexia lutea*; *Rhexia mariana*; *Rhexia petiolata*; *Rhexia virginica*; *Sabal palmetto*; *Schinus terebinthifolius*; and *Ulmus spp.*

(b) In 'Rule 17-4.022(3), Florida Administrative Code, the following shall be added: *Acer rubrum*; *Acer saccharinum*; *Acer negundo*; *Blechnum serrulatum*; *Carex leptalea*; *Carex stipata*; *Carya aquatica*; *Conocarpus erectus*; *Crataegus viridis*; *Cyperus odoratus*; *Dichromena spp.*; *Dryopteris ludoviciana*; *Gleditsia aquatica*; *Gratiola ramosa*; *Hypericum fasciculatum*; *Illicium floridanum*; *Liriodendron tulipifera*; *Lycopus rubellus*; *Myrica inodora*; *Osmunda cinnamomea*; *Panicum repens*; *Panicum virgatum*; *Pluchea spp.*; *Polygala cymosa*; *Populus deltoides*; *Rhexia*, all species except *R. parviflora* and *R. salicifolia*; *Sabatia bartramii*; *Sarracenia spp.*; *Schizachyrium rhizomatum*; *Sesuvium maritimum*; *Sesuvium portulacastrum*; *Spartina bakeri*; *Ulmus*, all species except *U. rubra*; and *Woodwardia spp.*

(3) In 'Rule 17-4.022(1)(d), Florida Administrative Code, the following sentences shall be added: "If both parties agree to use more than one stratum, the following methods for a combination of strata shall be used in a manner to ensure that sufficient representative data will be generated. The methods described in subparagraphs (c)1., 2., and 3. shall be used for the appropriate strata. The percentages obtained shall be added and the sum divided by the number of strata examined. The

ROSE POYNER
ENVIRONMENTAL SPECIALIST
DIVISION OF ENVIRONMENTAL PERMITTING

STATE OF FLORIDA
DEPARTMENT OF

National Brand 45-608 EyeEase® 45-308 2 - Pack Made in USA

SARASOTA	$1,286,566,493 VALUATIONS			
S.W.F.W.M	.4220	=	542,931	
MANASOTA BASIN	.1840	=	236,728	
				779,659
MANATEE	$532,865,915			
SWFWMD MANASOTA	.1840	=	98,047	
MANATEE DIST	.4220	=	224,869	
				322916
				$ 1,102,575

NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS

KEN BURTON, JR. - MANATEE COUNTY TAX COLLECTOR

FOR MANATEE COUNTY 1994 REAL ESTATE ANNUAL BILLING

.D. NUMBER: 78523.0000/8 1994 TAX DISTRICT:0026

SSESSED VALUE: 385,553 EXEMPTIONS: 180,000 TAXABLE VALUE: 205,553

AD VALOREM TAXES

AXING AUTHORITY		MILLAGE RATE (DOLLARS PER $1,000 OF TAXABLE VALUE)			TAX AMOUNT
OUNTY	LAW ENF/JUSTICE	4.7467			975.7
	ELEC OFFICIALS	.8942			183.8
	SUBSTANCE ABUSE	.1028			21.1
	TRANSPORT TRUST	.6586			135.3
	LIBRARY OPER	.4165			85.6
	CHILDRENS SERV	.2630			54.0
	ENVIRON ACT COM	.1460			30.0
CHOOL	REQ LOCAL EFF.	6.7180			1,380.9
	LOCAL BD DISCR	.5100	SUPP DISCRETION	.1920	144.3
	CAPITAL IMPRV.	2.0000	SCHOOL I & S	.1688	445.8
ITY	LONGBOAT OPER	2.3220	LONGBOAT EROS	1.0267	688.3
ATER	SWFWMD MANASOTA	.1840	MANATEE DIST.	.4220	124.5
ND.DIST	MOSQUITO CONTRL	.1625			33.4
	WEST COAST IND	.0195			4.0
EBT SVC	1986 G.O. I&S	.1740	1993 G.O. I&S	.2667	90.5
	LIBRARY I&S	.0255			5.2
	BEKER PROP I&S	.0270			5.5
	EMERSON PT I&S	.0123			2.5

TOTAL MILLAGE 21.45000 AD VALOREM TAXES 4,410.9

NON AD VALOREM ASSESSMENTS

AXING AUTHORITY	PURPOSE		AMOUNT

NON AD VALOREM ASSESSMENTS: 0.0

COMBINED TAXES & ASSESSMENTS TOTAL: 4,410.9

EMPTION:LNGB KEY 180,000

OPERTY
DR:600 GENERAL HARRIS ST LK
X ROLL WAS CERTIFIED FOR COLLECTION ON 10/31/94

23 35S 16E
LOT 6C,7C SLEEPY LAGOON ADD
PI#78523.0000/8

78523.0000/8 1994
LONGBOAT KEY TOWN OF
501 BAY ISLES RD
LONGBOAT KEY,FL 34228-3102

MAR 1995
PAID

AMOUNT DUE IF PAID BY:					
V 14-DEC 14	DEC 15-DEC 31	JANUARY	FEBRUARY	MARCH	APRIL-ADD 3
4,234.49 4%	4,278.60 3%	4,322.71 2%	4,366.82 1%	4,410.93 0%	INT. + ADV.

SEE REVERSE SIDE FOR INSTRUCTIONS - PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

[illegible] FORD-COATES
SARASOTA COUNTY TAX COLLECTOR

1994 REAL ESTATE 00044230000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
10150004		162,578	84,541	78,037	04

0009950 01 CP 0.230 34228 03 2 3 0801-1
R CAR-RT SORT ** C003

501 CUTTER
0010-15-0004
LOT 10 BLK J COUNTRY
COUNTRY CLUB SHORES UNIT 2

LONGBOAT KEY TOWN OF
501 BAY ISLES RD
LONGBOAT KEY FL 34228

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE (DOLLARS PER $1,000 OF TAXABLE VALUE)	TAXES LEVIED
CCNT	Sarasota County		
	General Revenue	3.7880	295.60
	Mosquito Control	.0902	7.04
	Bonds-Consolidated	.0138	1.08
	Bonds-Open Space	.0468	3.65
	Sara. Mem. Hospital	.2530	19.74
	W. Coast Inland Nav.	.0195	1.52
	S.W. Fla. Water Mgt	.4220	32.93
	Manasota Basin	.1840	14.36
	Bonds-Gen Obligation	.1333	10.41
SSCH	School Board of Sarasota		
	District Fund	6.5370	510.13
	Capital Improvement	2.0000	156.07
	Voted Operating	1.0180	79.44
TT04	Town of Longboat Key		
	General Fund	2.3220	181.20
	Debt Service Dist B	.2567	20.03
	TOTAL MILLAGE	17.0843 AD VALOREM TAXES	1,333.20

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
	NON-AD VALOREM ASSESSMENTS	$.00

COMBINED TAXES AND ASSESSMENTS	$1,333.20	PAY ONLY ONE AMOUNT	See reverse side for important information.

IF POSTMARKED BY	Nov 30	Dec 31	Jan 31	Feb 28	Mar 31
IF PAID BY	1,279.87	1,293.20	1,306.54	1,319.87	1,333.20

RETAIN THIS PORTION FOR YOUR RECORDS

TOWN OF LONGBOAT KEY
FISCAL YEAR 1994/95

SUMMARY

VALUATIONS - MILLAGES - TAXES BUDGETED

	CERTIFIED FINAL 92/93	CERTIFIED FINAL 93/94	CERTIFIED FINAL 94/95
Sarasota County	1,139,731,334	1,245,639,257	1,286,566,493
Manatee County	500,882,942	520,517,705	532,865,915
	$1,640,614,276	$1,766,156,962	$1,819,432,408
GENERAL FUND TAXES			
General tax millage	2.3478	2.3478	2.3220
Taxes collectible	$3,729,000	$4,022,186	$4,080,420
DEBT SERVICE TAXES			
General Obligation Debt	.1913	0	0
Taxes collectible	$ 303,660	0	0
TOTAL			
Tax millage	2.5391	2.3478	2.3478
Taxes collectible	$3,347,807	$4,022,186	$4,080,420

Note: 1 mill results in (undiscounted) revenues of $1,819,572.

or coastal barrier dune system for the preservation and protection of such beach or dune system.

History.—s. 48, ch. 84-338; s. 14, ch. 85-139.

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(2) In order to accomplish the legislative intent expressed in subsection (1), the department is authorized to establish by rule, pursuant to chapter 120, the method for determining the landward extent of the waters of the state for regulatory purposes. Such extent shall be defined by species of plants or soils which are characteristic of those areas subject to regular and periodic inundation by the waters of the state. The application of plant indicators to any areas shall be by dominant species. However, no landowner shall suffer any property loss or gain because of vegetation changes due to mosquito control activities conducted upon his property, provided these activities are or have been undertaken as part of a governmental mosquito control program. To the extent that certain lands have come within department jurisdiction pursuant to this section or chapter 253 solely due to insect control activities, these lands shall not be subject to permitting requirements for the discharge of dredge or fill material.

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(4) To the extent that any plant or soil indicators are enacted into law by the Legislature for the purpose of defining the landward extent of the waters of the state for regulatory purposes, the plant or soil indicators adopted by the department regarding areas covered by legislation shall be consistent with said legislation.

(5) The landward extent of waters as determined by the rules authorized by this section shall be for regulatory purposes only and shall have no significance with respect to sovereign ownership.

History.—ss. 1, 2, ch. 77-170; s. 5, ch. 78-95; s. 5, ch. 85-269; s. 2, ch. 85-334.

403.8171 Ratification of 'Rule 17-4.022, Florida Administrative Code, with additions and deletions to the vegetation and soil indexes and with limitations on the determination of landward extent of waters.—Pursuant to s. 403.817, the Legislature ratifies the rule adopted on January 25, 1984, by the Environmental Regulation Commission with the following changes:

(1)(a) In 'Rule 17-4.022(2), Florida Administrative Code, the following shall be removed: *Blechnum serrulatum*; *Carex leptalea*; *Carex stipata*; *Carya aquatica*; *Conocarpus erectus*; *Crataegus viridis*; *Cymodocea filiformis*; *Cyperus odoratus*; *Dichromena spp.*; *Dryopteris ludoviciana*; *Gleditsia aquatica*; *Gratiola ramosa*; *Halodule beaudettei*; *Hypericum fasciculatum*; *Illicium floridanum*; *Liriodendron tulipifera* in all counties south of Taylor, Lafayette, Suwannee, Columbia, Baker, and Duval; *Lycopus rubellus*; *Myrica inodora*; *Osmunda spp.*; *Panicum repens*; *Panicum virgatum*; *Pluchea spp.*; *Polygala cymosa*; *Populus deltoides*; *Rhexia*, all species except *R. alifanus*, *R. lutea*, *R. mariana*, *R. petiolata*, and *R. virginica*; *Sabatia bartramii*; *Sarracenia spp.*; *Schizachyrium rhizomatum*; *Sesuvium maritimum*; *Sesuvium portulacastrum*; *Spartina spp.*; *Thalassia testudinum*; and *Woodwardia spp.*

(b) In 'Rule 17-4.022(2), Florida Administrative Code, the following shall be added: *Muhlenbergia capillaris*; *Muhlenbergia schreberi*; *Osmunda regalis*; *Rhexia parviflora*; *Rhexia salicifolia*; and *Spartina*, all species except *S. bakeri*.

(2)(a) In 'Rule 17-4.022(3), Florida Administrative Code, the following shall be removed: *Acer spp.*; *Baccharis halimifolia*; *Carya glabra* in all counties west of Dixie, Gilchrist, and Columbia; *Cliftonia monophylla*; *Cyrilla racemiflora*; *Liriodendron tulipifera* in all counties north and west of and including Taylor, Lafayette, Suwannee, Columbia, Baker, and Duval; *Melaleuca quinquenervia*; *Muhlenbergia spp.*; *Rhexia alifanus*; *Rhexia lutea*; *Rhexia mariana*; *Rhexia petiolata*; *Rhexia virginica*; *Sabal palmetto*; *Schinus terebinthifolius*; and *Ulmus spp.*

(b) In 'Rule 17-4.022(3), Florida Administrative Code, the following shall be added: *Acer rubrum*; *Acer saccharinum*; *Acer negundo*; *Blechnum serrulatum*; *Carex leptalea*; *Carex stipata*; *Carya aquatica*; *Conocarpus erectus*; *Crataegus viridis*; *Cyperus odoratus*; *Dichromena spp.*; *Dryopteris ludoviciana*; *Gleditsia aquatica*; *Gratiola ramosa*; *Hypericum fasciculatum*; *Illicium floridanum*; *Liriodendron tulipifera*; *Lycopus rubellus*; *Myrica inodora*; *Osmunda cinnamomea*; *Panicum repens*; *Panicum virgatum*; *Pluchea spp.*; *Polygala cymosa*; *Populus deltoides*; *Rhexia*, all species except *R. parviflora* and *R. salicifolia*; *Sabatia bartramii*; *Sarracenia spp.*; *Schizachyrium rhizomatum*; *Sesuvium maritimum*; *Sesuvium portulacastrum*; *Spartina bakeri*, *Ulmus*, all species except *U. rubra*; and *Woodwardia spp.*

(3) In 'Rule 17-4.022(1)(d), Florida Administrative Code, the following sentences shall be added: "If both parties agree to use more than one stratum, the following methods for a combination of strata shall be used in a manner to ensure that sufficient representative data will be generated. The methods described in subparagraphs (c)1., 2., and 3. shall be used for the appropriate strata. The percentages obtained shall be added and the sum divided by the number of strata examined. The

ROSE POYNER
ENVIRONMENTAL SPECIALIST
DIVISION OF ENVIRONMENTAL PERMITTING

STATE OF FLORIDA

Manatee County Mosquito Control District

P.O. BOX 386
PHONE 722-3720
PALMETTO, FLORIDA
34220

LAWRENCE M. RHODES
Director

COMMISSIONERS
RALPH C. GARRISON, Chairman
TIMOTHY MATTHEWS, Vice-Chairman
J. ED HUGHES, Sec'y - Treas.

June 23, 1992

Frank J. Conrad
1124 South Orange Avenue
Sarasota, FL 34236

Dear Mr. Conrad:

The re-opening of Bishop's Bayou has had many advocates over the last 30 years. It should never have been blocked.

Improved water quality on both ends will ensue and consequently more fish and other beneficial predators of mosquito larvae will be afforded access to mosquito breeding areas with the re-opening.

Your observations were correct. This District did not dig in the original channel. We don't have any mosquito breeding in daily, tidally flushed areas. Any excavation by the District would have been above mean high tide on either side of the original channel.

The enclosed proposal indicates the District constructed ditches on Longboat in 1953-54, again in 1958-59, and I personally had more ditching done in the Emerald Harbor/Spanish Main area in the late 60's.

If we can be any further assistance, please feel free to call.

Sincerely,

Lawrence M. Rhodes
Director

LMR/csm
Enclosure

Manatee County Mosquito Control District

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PHONE 722-3720
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Director

LMR/csm
Enclosure

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

May 5, 1995

William E. Maddox, AIA
Maddox & Associates
1266 1st Street, Suite 9
Sarasota, FL 34236

Re: Durante Park, Phase III

Dear Bill:

Please provide me with a proposal for completion of Phase III, Durante Park. The proposal should provide a schedule of tasks, timeframe and costs for completion of all architecture, engineering, landscape architecture, construction, construction supervision and monitoring. The final product should also include a construction cost estimate. We would like to proceed with the project as soon as possible.

Thank you for your cooperation.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cmg
cc: Griff H. Roberts, Town Manager
Daniel Gaffney, Director
Planning, Zoning and Building Department

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FLORIDA 34609-6899
(904) 796-7211



MARCH 30, 1995

TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228-0000

SUBJECT: APPLICATION NO. 40-012579.01
PROJECT: LONGBOAT KEY, TOWN OF-DURANTE COMM. PARK

ON MARCH 27, 1995 YOUR ABOVE APPLICATION WAS RECEIVED. PLEASE USE THIS NUMBER IN ALL CORRESPONDENCE.

WITHIN 30 DAYS OF RECEIPT OF YOUR APPLICATION YOU WILL RECEIVE EITHER A REQUEST FOR ADDITIONAL INFORMATION OR A NOTICE STATING YOUR APPLICATION IS COMPLETE.

PLEASE CONTACT OUR VENICE PERMITTING DEPARTMENT AT (813) 483-5970 IF YOU HAVE ANY QUESTIONS REGARDING THE EVALUATION OF YOUR APPLICATION. PLEASE CONTACT PROCESSING & RECORDS IN BROOKSVILLE AT EXTENSION 4338 IF YOU HAVE ANY ADMINISTRATIVE QUESTIONS REGARDING YOUR APPLICATION.

SINCERELY,

(SIGNED)
ANNIE L. TAYLOR
PROCESSING & RECORDS MANAGER
RESOURCE REGULATION

CC: FILE OF RECORD

LANDRY & ESBER
130 N TAMIAMI TRAIL SUITE 301
SARASOTA, FL 34236-0000

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

April 5, 1995

Mr. Daniel D. Somodi
Environmental Scientist
Venice Permitting Department
Resource Regulation
Southwest Florida Water Management District
111 Corporation Way
Venice, FL 34292-3524

Dear Mr. Somodi:

This is in regard to your letter of March 24, 1995.

The Town's Director of Public Works, Len Smally, has spoken with both Steve Minnis and Paul Desmarais of your office. Mr. Desmarais indicated to Mr. Smally that he would first meet with the SWFWMD staff and then set up a meeting on site with the Town. Mr. Desmarais also indicated that this letter would be a sufficient response to your letter.

Thank you for your cooperation.

Sincerely,

Griff H. Roberts
Town Manager

GHR/LAS/cmg
cc: Paul Desmarais, Administrative Director
Steve Minnis, Governmental Affairs Coordinator
Len Smally, Director of Public Works

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Town Manager

GHR/LAS/cmg
cc: Paul Desmarais, Administrative Director
Steve Minnis, Governmental Affairs Coordinator
Len Smally, Director of Public Works

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Len Smally, Director of Public Works

RECEIVED
APR 12 1995
PUBLIC WORKS DEPT.

3/29 Fx to Rob
407 533-5337
0805 phone

Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only) or
(904) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only): 1-800-231-6103

7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 SUNCOM 578-2070

170 Century Boulevard
Bartow, Florida 33830-7700
(813) 534-1448 SUNCOM 572-6200

111 Corporation Way
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(813) 483-5970 SUNCOM 549-5970

2303 Highway 44 West
Inverness, Florida 34453-3809
(904) 637-1360

An Equal Opportunity Employer

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Chairman, Wauchula
Roy G. Harrell, Jr.
Vice Chairman, St. Petersburg
Sally Thompson
Secretary, Tampa
James E. Martin
Treasurer, St. Petersburg
Charles A. Black
Crystal River
Ramon F. Campo
Brandon
James L. Cox
Lakeland
Rebecca M. Eger
Sarasota
John T. Hamner
Bradenton
Curtis L. Law
Land O' Lakes

Peter G. Hubbell
Executive Director
Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

RECEIVED
MAR 28 1995
PUBLIC WORKS DEPT.

RECEIVED
MAR 27 1995
TOWN MANAGER OFFICE

March 24, 1995

Mr. Griff Roberts
Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

Subject: CONSTRUCTION DEVIATION
Project name: Joan M. Durante Community Park
Permit No.: 4012579.00/CT19639
Location: 25/35S/16E
County: Manatee

Dear Mr. Roberts:

The Southwest Florida Water Management District is responsible for protecting the water resource and its related environment for the citizens of the District. The District Governing Board has adopted permitting requirements designed to conserve water resources, preserve water quality, protect wetlands, and reduce flooding.

District staff conducted a site visit to the above referenced project on March 14, 1995 and observed apparent areas of non-compliance with the issued permit. On March 15, 1995 a field meeting was held where the following agency representatives were present:

Leonard Smalley, P.E.	Town of Longboat Key
William B. Houghton, P.E.	Landry & Esber Engineers, Surveyors
Jim Hunter	Woodruff Construction Co.
Charles L. Hattaway, P.E.	SWFWMD
Daniel D. Somodi	SWFWMD

The main goal of this meeting was to record the problem areas found on the construction site. The following is a list of observed problems with their respective stations.

1. Unpermitted construction outside of the project boundaries, specifically land clearing and the construction of the discharge swale outside the project limits. "Construction" as defined in District Rule 40D-4.021(13) ...

> "Construction" means any on site activity which will result in the creation of a new surface water management system, or the abandonment or alteration of an existing surface water management system, including the building, assembling, expansion or recontouring of the property; the erection of buildings or other structures, or any part thereof; or **land clearing**.

Excellence Through Quality Service

2. Unauthorized wetland impacts to **Outstanding Florida Waters:**

   A. Please reestablish original survey, and flag District verified wetland boundaries accordance with your permit Specific Condition No. 2, within five days receival of this letter. District staff will conduct a site visit to verify compliance with this requirement.

   B. Please submit a restoration plan including a detailed biological assessment from adjacent undisturbed areas to establish success criteria in writing no later than April 7, 1995.

   C. Environmental monitoring in the restoration project for wetland impacts will be required.

3. Turbidity, erosion and sediment control is a major problem at this time. Silt screens were down, in need of maintenance, or needed to be installed, as defined in Standard Condition No. 18.

4. Other permit conditions which are of particular concern to the District at this time include: Specific Condition No. 3, Limiting Conditions No. 2, 8, and 19.

Other areas may also not be in compliance with the issued permit. Your immediate attention to these matters is necessary for your project to be in compliance with the issued permit. Failure to adequately resolve and correct these items may result in this matter being referred to the Enforcement Section for compliance. Please notify us in writing specifically addressing each of the above listed items, measures to be taken to correct the outstanding items and specific time frames for each item. Please respond in writing no later than April 7, 1995 so this may be resolved at the staff level.

If you require further assistance in addressing these concerns please contact Daniel D. Somodi at (813) 483-5970.

Sincerely,

for Daniel D. Somodi
Environmental Scientist
Venice Permitting Department
Resource Regulation

DDS:ds
cc: File of Record
Charles L. Hattaway P.E.
Patricia M. Hobson
Leonard Smalley P.E.
William B. Houghton P.E.
Jim Hunter

PAUL DESMARAIS
Venice
Permitting & Enforcement

M E M O R A N D U M

DATE: 03-28-95

TO: Len Smally, Director of Public Works

FROM: Griff H. Roberts, Town Manager

SUBJECT: SWFWMD Construction Deviation Letter

Attached is a letter received from SWFWMD regarding construction deviations at the Joan M. Durante Community Park construction site. Please draft an appropriate response for my signature. A written response is required no later than April 7, 1995.

GHR/cme/abl

Attachment

RECEIVED
MAR 30 1995
PUBLIC WORKS DEPT.

Southwest Florida Water Management District

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March 24, 1995



Mr. Griff Roberts
Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

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Excellence Through Quality Service

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for Daniel D. Somodi
Environmental Scientist
Venice Permitting Department
Resource Regulation

DDS:ds
cc: File of Record
Charles L. Hattaway P.E.
Patricia M. Hobson
Leonard Smalley P.E.
William B. Houghton P.E.
Jim Hunter

M E M O R A N D U M

DATE: 03-23-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK - SWFWMD ENFORCEMENT

On Tuesday, March 14th, while at the Planning & Zoning Board, I learned that a SWFWMD staff member was at Durante Park. By phone Carmen informed me that there were serious violations according to workers on site. By the time I got there SWFWMD was gone.

The next day SWFWMD set up a meeting with me, Landry and Esber representative Bill Houghton and Jim Hunter of Woodruff. We walked the site. Mr. Daniel D. Somodi, Staff Environmental Scientist, of enforcement, seemed to have a problem with Town crews clearing exotics from the upland. Chuck Hattaway, an engineer from SWFWMD convinced him that this was OK, because it was not jurisdictional. Mr. Somodi then proceeded to find every violation he could. Frankly, I felt we should have been awarded a commendation for environmental protection.

The violations were extremely minimal; a few silt screens knocked down, some mulch piled too close to the wetlands, and some additional screens required. All those have been corredted. Additionally we stopped short of a mosquito ditch but touched a few stray mangrove roots. These were growing in the upland and have little chance of survival. Hattaway said it was nothing, however Mr. Somodi seemed to want to make an issue. Mr. Somodi also claimed we drove through a wetland, but the vegetation and confirmation from Woodruff clearly indicated we didn't. They left and said we would be receiving a report.

Later that day I called Hattaway. I told him that "I hope SWFWMD won't put anything in writing they can't take back". I also said that there shouldn't be any fines because of the extremely minor nature of the violations. Hattaway said that enforcement is a different division than his. He also said twice that there should not be any fines.

Both Woodruff's and the Town's forces have done an outstanding job in protecting the environment. We have taken pictures of protected wetlands and native species so that our efforts can be demonstrated. I hope that SWFWMD acts responsibly and fairly in their assessment.

/cmg

TOWN OF LONGBOAT KEY REQUISITION

____PO

__X__REQUEST TO PAY ($500 or less; attach invoice)

____QUOTATION ONLY

____FORMAL BID (attach specs)

____INCREASE PO

ACCOUNT #: 615 . 7500 . 572 . 6101 $ 239.50

#: ____ . ____ . ____ . ____ $ ____

#: ____ . ____ . ____ . ____ $ ____

#: ____ . ____ . ____ . ____ $ ____

#: ____ . ____ . ____ . ____ $ ____

DELIVER TO: ____

FINANCE USE:	QTY	DESCRIPTION	UNIT $	TOTAL $
Vend # ____		Invoice 20541		
Inv # ____		Silt Fence		
Desc: ____				
Net $ ____				
Pay Date ____				
Price Ckd ____				
FINANCE APPROVAL: ____				
DATE ____				

DEPT. APPROVAL [signature] DATE 4/7/95 TOTAL $ 239.50

****

SPECIAL INSTRUCTIONS: ____attached enclosure, send with check

____give check to ____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: Construction Chemical quote: ____

address: ____

phone: ____ fax: ____

vendor: ____ quote: ____

address: ____

phone: ____ fax: ____

vendor: ____ quote: ____

address: ____

phone: ____ fax: ____

TOWN OF LONGBOAT KEY REQUISITION

____PO

__X__REQUEST TO PAY ($500 or less; attach invoice)

____QUOTATION ONLY

____FORMAL BID (attach specs)

____INCREASE PO

ACCOUNT #: 615 . 1500 . 522 . 6101 $_____

#:_____.____.____.____ $_____

#:_____.____.____.____ $_____

#:_____.____.____.____ $_____

#:_____.____.____.____ $_____

DELIVER TO:_____

FINANCE USE:

Vend #_____

Inv #_____

Desc:_____

Net $_____

Pay Date _____

Price Ckd_____

FINANCE APPROVAL:

_____

DATE_____

QTY	DESCRIPTION	UNIT $	TOTAL $
	PORT-O-LET SERVICES AT DUCANE PARK		
	PER ATTACHED INV. 756-156246		67.00

DEPT. APPROVAL_____ **DATE** 4/17/95 **TOTAL $** 67.00

****

SPECIAL INSTRUCTIONS: _____attached enclosure, send with check

_____give check to_____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: PORT-O-LET WASTE MANAGEMENT quote:_____

address: OF MANATEE & SARASOTA COUNTY _____

phone:_____ fax:_____ _____

vendor:_____ quote:_____

address:_____ _____

phone:_____ fax:_____ _____

vendor:_____ quote:_____

address:_____ _____

phone:_____ fax:_____ _____

INVOICE

FROM:

W/M OF MANATEE COUNTY
6120 21ST ST E
BRADENTON FL 34203-5005

ACCOUNT NUMBER
380380 PO 0271459
INVOICE NUMBER
786-156246
DATE
04/10/95

TO:

TOWN OF LONGBOAT KEY
501 BAY ISLES BLVD
LONGBOAT KEY FL 34228

BILLING INQUIRIES: 813/753-7591 SERVICE INQUIRIES: 813/753-7591

DATE	REFERENCE NUMBER	QUANTITY	DESCRIPTION	AMOUNT
03/09			PREVIOUS BALANCE	222.68
04/04			PAYMENT RECEIVED	222.68CR
			BALANCE FORWARD	0.00
			TOWN OF LONGBOAT KEY 5540 GULF OF MEXICO DR LONGBOAT KEY FL 34228	
			TWICE PER WEEK PORT-O-LET SERVICE APRIL 95	67.00
			TOTAL CURRENT CHARGES	67.00
			PAYMENT DUE UPON RECEIPT.	
			TOTAL AMOUNT NOW DUE	67.00

THANK YOU FOR YOUR PROMPT PAYMENT.

EFFECTIVE IMMEDIATELY THERE WILL BE A 1% PER MONTH CHARGE
ON UNPAID BALANCES OVER 30 DAYS OLD.

TO INSURE PROPER CREDIT RETURN REMITTANCE STUB WITH PAYMENT.
SEND ALL CORRESPONDENCE TO OUR ADDRESS LISTED ABOVE.

PLEASE RETURN THIS PORTION WITH PAYMENT - DO NOT STAPLE OR PAPER CLIP

INVOICE DATE: 04/10/95
CURRENT CHARGES: 67.00
TOTAL DUE: 67.00

W/M OF MANATEE COUNTY
6120 21ST ST E
BRADENTON FL 34203-5005

ACCOUNT NUMBER	AMOUNT PAID
380380 PO 0271459	$.
INVOICE NUMBER	**CHECK NUMBER**
786-156246	

TOWN OF LONGBOAT KEY
501 BAY ISLES BLVD
LONGBOAT KEY FL 34228

2 801 IP01
PORT-O-LET - WASTE MANAGEMENT
OF MANATEE AND SARASOTA COUNTY
PO BOX 105468
ATLANTA GA 30348-5468

111002513

380380027145915624600000006700000000000000000006700380393 8>

printed on recycled paper
30% post consumer waste

INVOICE

FROM:
M OF MANATEE COUNTY
20 21ST ST E
ADENTON FL 34203-5005

ACCOUNT NUMBER
380380 RM 0312309
INVOICE NUMBER
786-160983
DATE
04/12/95

TO:
THE TOWN LONGBOAT KEY
501 BAY ISLES RD
LONGBOAT KEY FL 34228

LLING INQUIRIES: 813/753-7591 SERVICE INQUIRIES: 813/753-7591 D

DATE	REFERENCE NUMBER	QUANTITY	DESCRIPTION	AMOUNT
04/03			PREVIOUS BALANCE	0.00
			THE TOWN LONGBOAT KEY 5550 GULF OF MEXICO DR LONGBOAT KEY FL 34228	
04/03	050575	1.00	30 YD CONTAINER HAUL CHARGE-YARD WASTE	183.84
04/03	050575	101.60	DISPOSAL CHARGE	101.60
04/04	050670	1.00	30 YD CONTAINER HAUL CHARGE-YARD WASTE	183.84
04/04	050670	73.60	DISPOSAL CHARGE	73.60
04/05	050690	1.00	30 YD CONTAINER HAUL CHARGE-YARD WASTE	183.84
04/05	050690	204.80	DISPOSAL CHARGE	204.80
04/06	050691	1.00	30 YD CONTAINER HAUL CHARGE-YARD WASTE	183.84
04/06	050691	200.80	DISPOSAL CHARGE	200.80
			TOTAL CURRENT CHARGES	1,316.16
			PAYMENT DUE UPON RECEIPT.	
			TOTAL AMOUNT NOW DUE	1,316.16

THANK YOU FOR YOUR PROMPT PAYMENT.

PLEASE NOTE THAT ALL REMITTANCES SHOULD NOW BE MAILED TO
POST OFFICE BOX 105468, ATLANTA, GEORGIA 30348-5468
IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE

TO INSURE PROPER CREDIT RETURN REMITTANCE STUB WITH PAYMENT.
SEND ALL CORRESPONDENCE TO OUR ADDRESS LISTED ABOVE.

LEASE RETURN THIS PORTION WITH PAYMENT - DO NOT STAPLE OR PAPER CLIP

INVOICE DATE: 04/12/95 D
CURRENT CHARGES: 1,316.16
TOTAL DUE: 1,316.16

W/M OF MANATEE COUNTY
6120 21ST ST E
BRADENTON FL 34203-5005

ACCOUNT NUMBER	AMOUNT PAID
380380 RM 0312309	$.
INVOICE NUMBER 786-160983	**CHECK NUMBER**

THE TOWN LONGBOAT KEY
501 BAY ISLES RD
LONGBOAT KEY FL 34228

2 IP01
CEDAR HAMMOCK REFUSE DISPOSAL
WASTE MANAGEMENT OF MANATEE
ROLLOFF DEPARTMENT
PO BOX 105468
ATLANTA GA 30348-5468

J29192

380380031230916098300000131616000000000000000131616380383 8>

printed on recycled paper
30% post consumer waste

ST. PAUL/SEABOARD

mailed 4/12/95

GENERAL FORM STATUS INQUIRY

RECEIVED
APR 10 [illegible]
PUBLIC WORKS DEPT.

4/04/95

OUR BOND NO. 400JN8944

TO: TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

CONTRACTOR.....: WOODRUFF & SONS, INC.
CONTRACT DESCRIPTION: CONSTRUCTION OF JOAN M. DURANTE PARK - SITEWORK

OWNER: TOWN OF LONGBOAT KEY

CONTRACT PRICE $323,769 BOND $323,769 EFFECTIVE DATE 12/06/94
IT IS UNDERSTOOD THIS INFORMATION IS FURNISHED FOR THE CONFIDENTIAL USE OF THE SURETY AND IS MERELY AN EXPRESSION OF OPINION AND IN FURNISHING THIS INFORMATION NO GUARANTY OR WARRANTY OF ACCURACY OR CORRECTNESS IS MADE; NOR IS RESPONSIBILITY ASSUMED AS A RESULT OF RELIANCE ON SUCH INFORMATION.

Tamara L. Steckbeck
Tamara L. Steckbeck
Attorney-In-Fact

****

1. IF CONTRACT COMPLETED...: APPROX. COMPLETION DATE _____
   APPROX. ACCEPTANCE DATE _____
   FINAL CONTRACT PRICE $ _____
2. IF CONTRACT UNCOMPLETED.: PROBABLE COMPLETION DATE 4-19-95
   APPROX. % OR $ AMOUNT OF CONTRACT COMPLETED 99%
   DO YOU KNOW OF ANY UNPAID BILLS FOR LABOR OR MATERIAL? YES____ NO X
3. REMARKS : (IF ANY) _____

SIGNATURE .....: _____ DATE 4-11-95
PRINT NAME & TITLE: LEN SMALLY, DIR PW

****

PLEASE RETURN ORIGINAL TO: St. Paul/Seaboard
Manager, Indianapolis Branch
5875 Castle Creek Parkway N. Dr.
P.O. Box 50098, Suite 291
Indianapolis, IN 46250
(317)576-0390

DIARY DATE: 7/05/95
SEQ#: 19

ste Management of Manatee
l Sarasota County
) 21st Street East
lenton, Florida 34203
) 753-7591
(813) 755-4854

A Waste Management Company

Dear Customer:

Enclosed, please find our "Special Waste Questionnaire" form. Kindly complete the document and return it in the enclosed self-addressed envelope as soon as possible. The form is necessary to determine if any other special waste information is required.

Should you have any questions, please contact me at 813-924-1254. Your prompt attention to this request would be greatly appreciated. Thank you.

Sincerely,

WASTE MANAGEMENT OF MANATEE
AND SARASOTA COUNTY

Perry A. Williams
Special Waste Manager

/ctl
Attachments

OFFICE IX
SPECWST.PAW

M E M O R A N D U M

DATE: 03-13-95

TO: Griff Roberts, Town Manager

FROM: Len Smally, Director of Public Works

SUBJECT: Durante Park Rules Sign

Please find attached the layout for the Joan Durante Park rules sign. The sign will be 3' by 4' with Town logo and colors done on plywood exactly like our beach access rules signs.

The Town currently has ordinances that apply to the Park for alcoholic beverages, littering, fires, disturbing noise.

The Town does not have ordinances restricting skate boarding, roller blading, camping or times of operation at the park.

The cost of the signs are $110.82 each and with your approval I will order two of them immediately.

TOWN OF LONGBOAT KEY REQUISITION

C PO

___ REQUEST TO PAY ($500 or less; attach invoice)

___ QUOTATION ONLY

___ FORMAL BID (attach specs)

___ INCREASE PO

ACCOUNT #: 615 . 7500 . 572 . 6101 $_____
#: ___ . ___ . ___ . ___ $_____
#: ___ . ___ . ___ . ___ $_____
#: ___ . ___ . ___ . ___ $_____
#: ___ . ___ . ___ . ___ $_____

DELIVER TO: _____

FINANCE USE:

Vend # _____

Inv # _____

Desc: _____

Net $ _____

Pay Date _____

Price Ckd _____

FINANCE APPROVAL: _____

DATE _____

QTY	DESCRIPTION	UNIT $	TOTAL $
	Haul Charges - yard waste		
	at Durante Park		
	Per Invoice 786-160983		1316.16
	attached		

DEPT. APPROVAL _____ **DATE** 4/18/95 **TOTAL $** 1316.16

****

SPECIAL INSTRUCTIONS: _____attached enclosure, send with check
_____give check to _____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: Cedar Hammock Refuse Disposal quote: _____
address: Waste Management of Manatee
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

Waste Management of Manatee County
6120 21st St. E.
Bradenton, Florida 34203
813-753-5791

SERVICE AGREEMENT
NON-HAZARDOUS WASTES

NEW ACCOUNT ☐
MAJOR ACCOUNT ☐
SERVICE INCREASE ☐
SERVICE DECREASE ☐
RATE INCREASE ☐
RATE DECREASE ☐
CANCEL ☐
OTHER ☐

GENERAL CUSTOMER INFORMATION

ACCOUNT NUMBER and SERVICE TYPE

SERVICE

NAME	LOCATION ID	BILLING STATUS

STREET NUMBER	DIR	STREET NAME	EFFECTIVE DATE

CITY	INCORPORATED	COUNTY	STATE/PROVINCE	ZIP POSTAL CODE	TEMP SERV

LOCATION

PHONE	CONTACT	INDUSTRY SEGMENT	ALIAS	UNITS

CREDIT REFERENCE	SECURITY REQUIRED

SERVICE SPECIFICATIONS

SERVICE START/DELIVERY DATE: 3/31/95 SERVICE EFFECTIVE DATE:

QTY	DESCRIPTION/COMMENTS	OWNERSHIP CONT	OWNERSHIP CUST	OWNERSHIP SHAR	WASTE TYPE	SPECIAL WASTE PROFILE NUMBER	SPECIAL WASTE PROFILE EXPIRES	ROUTE ID	FREQ	SERVICE DAYS U	M	T	W	H	F	S	TKT REQ
1																	

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY INDICATED ON THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

BILLING

NAME	PHONE

ADDRESS	CONTACT

ADDRESS	MASTER ACCOUNT	RELATED ACCOUNT

STREET NUMBER	DIR	STREET NAME	MAJOR ACCOUNT

CITY	STATE/PROVINCE	ZIP/POSTAL CODE	PURCHASE ORDER NUMBER

SCHEDULE OF CHARGES

DESCRIPTION	TKT	FLAT	RATE

ADDITIONAL INSTRUCTIONS/COMMENTS:

INCIDENTAL SPECIAL WASTE TYPES AND AMOUNTS.

THE TERMS AND CONDITIONS ON REVERSE SIDE AND THE ATTACHED CONTRACTOR'S DEFINITION OF SPECIAL WASTE ARE PART OF THIS AGREEMENT.

CUSTOMER

AUTHORIZED SIGNATURE

PRINT NAME LEONARD A. SMALLEY

TITLE DIR. OF PUB. WORKS DATE 4-5-95

CONTRACTOR

REPRESENTATIVE'S SIGNATURE

G.M. REVIEW SALES DATE

Printed on recycled paper

CIMS-0038P 11/92

CUSTOMER'S COPY

CONTRACTOR'S DEFINITION OF SPECIAL WASTE

1. "Special Waste" means Type A or Type B Special Wastes as defined below.

2. "Type A Special Waste" means any **waste from a commercial or industrial activity** meeting any of the following descriptions:

   a. A waste from an industrial process.
   b. A waste from a pollution control process.
   c. A waste containing free liquids.
   d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in a.-c., or e.-g. of this definition.
   e. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of chemical substances, commercial products, or wastes listed in a.-d., f., or g. of this definition.
   f. Any waste which is non-hazardous as a result of treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act (RCRA).
   g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

3. "Type B Special Waste" means any **waste from a commercial or industrial activity** meeting any of the following descriptions:

   a. **Friable asbestos waste from building demolition or cleaning;** wall board, wall or ceiling spray coverings, pipe insulation, etc. This does not include nonfriable asbestos unless it has been processed, handled, or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a "Type A Special Waste".

   b. **Commercial products or chemicals which are off-specification, outdated, unused, or banned.** Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category, unless management of such containers is restricted by applicable regulations. Containers which once held commercial products or chemicals are included in this category unless an end has been removed (for containers larger than 25 gallons), and the container is empty as defined by RCRA, the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), or other applicable regulations.

      RCRA considers a container to be empty when: all wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container (e.g., pouring, pumping or aspirating), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container or inner liner (for containers $\leq$ 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container or inner liner (for containers > 110 gallons). Containers which once held **ACUTELY HAZARDOUS WASTES** must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. The pressure in cylinders of compressed gas and aerosol cans must be substantially equivalent to atmospheric pressure.

      Containers which once held pesticides regulated under FIFRA must be empty according to label instructions.

   c. **Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from bio-medical sources including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory.** Sharps from these sources must be rendered harmless or placed in needle puncture-proof containers.

   d. **Treated medical waste - Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection.** Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue from incineration of medical waste is a "Type A Special Waste".

   e. **Residue/sludges from septic tanks, food service grease traps, or washwaters and wastewaters from commercial laundries, laundromats, and car washes, unless these wastes are managed at commercial or public treatment works.**

   f. **Chemical-containing equipment removed from service, in which the chemical composition and concentration are known (e.g., acetylene tanks, cathode ray tubes, lab equipment, fluorescent light tubes, etc.).**

   g. **Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process.** Chemicals or residues removed or drained from such equipment or facilities are "Type A Special Wastes".

   h. **Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b).** If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a "Type A Special Waste".

(02/92)

CUSTOMER'S COPY

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM. Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's waste materials as warranted below (including recyclables) for an initial term of three years from the effective service date. The term of this Agreement shall be automatically renewed for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty days prior to the termination of the initial term or any renewal term. In the event Customer terminates this Agreement other than as provided above or Contractor terminates this Agreement for Customer's non-payment, Customer shall pay to Contractor as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term.

CHANGES AND COST INCREASES. Because disposal and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the Schedule of Charges proportionately to reflect any increase in such costs. The Schedule of Charges may also be adjusted from time to time to reflect increases in the Consumer Price Index. Subject to Customer's approval, the Schedule of Charges may be adjusted for reasons other than increases in disposal or fuel costs or the Consumer Price Index. Those changes in the Schedule of charges requiring Customer approval, and changes to the frequency of collection service or the amount, capacity and type of equipment used may be agreed to verbally, in writing or by the actions and practices of the parties. The parties may incorporate additional waste streams as a part of this Agreement so long as: (1) Customer has executed Generator's Waste Profile Sheet(s) with respect thereto; and (2) Contractor has approved, in writing, handling such waste streams of Customer. This Agreement shall not be affected by any changes in the Customer's Service Address if such new address is located within Contractor's service area.

WASTE MATERIALS. Customer warrants that the waste materials delivered to Contractor will not contain any hazardous, toxic or radioactive wastes or substances as defined by applicable federal, state, local or provincial laws or regulations. Customer acknowledges reading the attached "Contractor's Definition of Special Waste" (dated 02/92), and warrants that the waste materials delivered to Contractor will not contain any Special Waste, as so defined, unless and except: (1) as specifically described in the "Generator's Waste Profile Sheet(s)" either attached hereto and made a part hereof or subsequently provided to and approved, in writing, by Contractor; or (2) incidental amounts of Special Waste, as listed by Customer in the "Incidental Special Waste Types and Amounts" section of this form. Contractor shall acquire title to the waste materials when loaded into Contractor's vehicles; provided, however, that title to and liability for the waste materials excluded from this Agreement shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities arising out of the breach of the above warranties including, without limitation, liabilities for violation of laws or regulations, for injury or death to persons or for loss or damage to property or the environment.

SPECIAL WASTE. If this Agreement pertains to Contractor's furnishing of services and equipment for Special Waste, then the following additional terms and conditions shall apply:

> Customer warrants that the Special Waste delivered to Contractor has the components and characteristics meeting the description contained in the Generator's Waste Profile Sheet(s).
>
> In the event that such Customer's Special Waste is later determined or defined to be a hazardous, toxic or radioactive waste or substance or if the storage or disposal facility receiving such Special Waste from Contractor ceases operations or is later prohibited, from receiving such waste, then the portion of this Agreement pertaining to such Special Waste may be immediately terminated by Contractor upon notice to Customer.
>
> Customer agrees to comply with the precautions, conditions and limitations contained in Contractor's written notice of approval of such Special Waste.
>
> If manifests or shipping papers are required by law to accompany the Special Waste to the storage or disposal facility, Customer is responsible for preparing all manifests or papers in form and number required by law.

RESPONSIBILITY FOR EQUIPMENT. The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Customer shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. On collection day, Customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, Customer will be notified, and any additional collection service or attempt to provide such service shall be charged as an "extra pick-up."

CHARGES AND PAYMENT. Customer shall pay Contractor for its services in accordance with the Schedule of Charges shown on the face of this Agreement. Where the Schedule of Charges specifically indicates "disposal" as a component of the charges, "disposal" shall mean the posted gate rate for disposal at the disposal facility utilized by Contractor plus an appropriate handling charge. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations upon the collection, transportation or disposal of Customer's waste materials or the services performed hereunder. Payment shall be made by Customer within ten days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate this Agreement on notice to Customer, recover any equipment on the premises of Customer and recover the liquidated damages described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

RIGHT TO COMPETE. Customer grants to Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of nonhazardous waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it.

PAVEMENT DAMAGE. Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of Contractor's vehicles.

ATTORNEY'S FEES. In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

MISCELLANEOUS. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern: This Agreement shall be binding on the parties and their successors and assigns. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement.

(02/92)

GULF OF MEXICO DRIVE

D.N.R. MONUMENT "B-12"

WALK

G.T.E.

ST.JUDES

CANAL

R-4SF

20' LANDSCAPE BUFFER

G.T.E. G.T.E. G.T.E. G.T.E. G.T.E. G.T.E. G.T.E. G.T.E.

POLE W/ANCHOR
WATER VALVE/METER
(2)G.T.E. BOXES
T.V.CABLE BOX

2' CONC. WALK

20' SETBACK

PROP. FENCE-SEE LANDSCAPE PLAN FOR DETAILS

WETLAND

UPLAND

UPLAND

WETLAND

SCALE: 1"=40'

OS

293.8'

SHELL PATH

2' WIDEN AREA OF BASE, SEE TYP. SECTION

JURISDICTIONAL LINE

LIMITS OF CONSTRUCTION

NOTE: ROOF DRAINS WILL COLLECT IN A CISTERN FOR IRRIGATION USE

T.V. BOX
POLE
(2)G.T.E. BOXES

PROPOSED 1" WATER SERVICE FOR DRINKING FOUNTAINS. CONNECT TO DRINKING FOUNTAINS SHOWN ON LANDSCAPE ARCHITECTS DRAWINGS

EXIST.WELL TO REMAIN

WANG-CLUMP

9' CABBAGE PALM

SHELL DRIVEWAY

WETLAND

HANDICAP RAMP

5' WALK

(AT GRADE)

CONCRETE WALK

FUTURE LANDSCAPED AT TX (SOD)

FUTURE SHELL PATH (AT GRADE)

SWALE TO DRAIN

PROPOSED GATE

INSTALL BACK FLOW PREVENTOR ON WATER LINE

288.9'

SHADE HOUSE

BERM

437.6'

STORM WATER TREATMENT LAKE SHWT 2.0

LITTORAL SHELF

TOP OF BANK ELEV. 3.0

BERM

PARK NURSERY

LANDSCAPED AREA

SHELL PATH

475.1'

WETLAND

SWALE @0.5%

EXIST.FOUNDATION TO BE REMOVED

89.5'

SOD SLOPES

97.9'

264'-12" PVC

EXIST WATER MAIN

G.T.E.

20' LANDSCAPE BUFFER

HANDICAP PARKING SIGN

PERMITTEE SHALL NOTIFY IN WRITING THE VENICE PERMITTING DEPARTMENT, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, WHEN CONSTRUCTION BEGINS.

20' SETBACK

POLE
T.V. BOX
METAL SIGN

PROPOSED BENCHES

10' NURSERY ACCESS

PROP.CONTROL STRUCTURE RIM EL.=3.6 INV.=0.50

PROP.SHELL PARKING, 20'x 10' EACH WITH RAILROAD TIE WHEEL STOPS

WELCOME CENTER FIN.FLR.EL.=9.5 GRADE ELEVATION UNDER BUILDING TO BE 6.0

OUTLET STRUCTURE RIM=2.00 INV.=0.50

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PERMITTED CONSTRUCTION DRAWINGS
Exempt CEH 4/10/96

4012579.01

R-4SF

PROP. FENCE-SEE LANDSCAPE PLAN FOR DETAILS

GULFBAY ROAD

EXISTING PAVEMENT

WALK

APPROX. FEMA LINE ZONE A13 (EL.11) 8-15-83

APPROX. FEMA LINE ZONE A13 (EL.10) 8-15-83

NOTES:

1. SHELL PATH TO MEANDER TO SAVE TREES.
2. SHELL PATH TO BE CONSTRUCTED APPROX. 4" ABOVE EXISTING GRADE & BACKFILL EDGES ON 6:1 SLOPE TO MATCH EXISTING GRADE.
3. CONCRETE RAMP AT EAST SIDE OF WELCOME CENTER TO BE AT 12:1 SLOPE MAXIMUM.
4. SEE LANDSCAPE ARCHITECT PLANS FOR IRRIGATION CISTERN DETAIL.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FILL MATERIAL FOR THE SITE. OFF-SITE MATERIAL MAY BE AVAILABLE & DELIVERED TO THE SITE STARTING DECEMBER 1, 1994. THE CONTRACTOR WILL BE RESPONSIBLE FOR SPREADING AND GRADING THE MATERIAL THAT WILL BE USED ON THE SITE. CONTRACTOR TO DEDUCT FILL MATERIAL MADE AVAILABLE BY TOWN OF LONGBOAT KEY (IF ANY) WITH UNIT PRICING.
6. CONTRACTOR WILL SPREAD FILL MATERIAL ON UPLAND AREAS AND GRADE SITE TO APPROXIMATELY 0.5' ABOVE EXISTING GRADE TO REMOVE GROUND WATER SPOTS AND GRADE THE SITE TO DRAIN PROPERLY. COVER DISTURBED AREAS WITH MULCH, WHICH EXISTS ON SITE.

LEGEND

- E.G. PROPOSED GRADE
- PROPOSED SWALE
- PROPOSED FLOW
- PROPOSED CONCRETE WALK

RECEIVED
MAY - 9 1995
PUBLIC WORKS DEPT.

MATCH LINE SEE SHEET C-6

JOAN M. DURANTE COMMUNITY PARK
CONSTRUCTION PLANS
DETAIL SITE PLAN

REVISED	DATE:	INITIALS:	DESCRIPTION:
	6/24/95	JB	SWALE OUTFALL MOD.
	2/13/95	SMS	REV ENTRANCE DRIVE RADIUS TO 50'
	1/26/95	SMS	REV ENTRANCE DRIVE FOR P&Z
	12/8/94	SMS	REV PER CITY COMM. COM.
	10/7/94	SMS	REV PER T.L.M.

DATE: 9/23/94
SCALE: 1"=40'
DESIGN: S.M.S.
DRAWN: SMS
CHK'D: M.J.L.
APPROVED:

Landry & Esber
ENGINEERS · SURVEYORS
130 N. Tamiami Trail, Suite 301 Sarasota, Florida 34236
(813)955-6004 FAX (813)955-7501

ENGINEERS SURVEYORS

SEAL

3/23/95 DATE

APPROVED

ENGINEER OF RECORD

NOT ISSUED FOR CONSTRUCTION

PROJECT NO. B00504

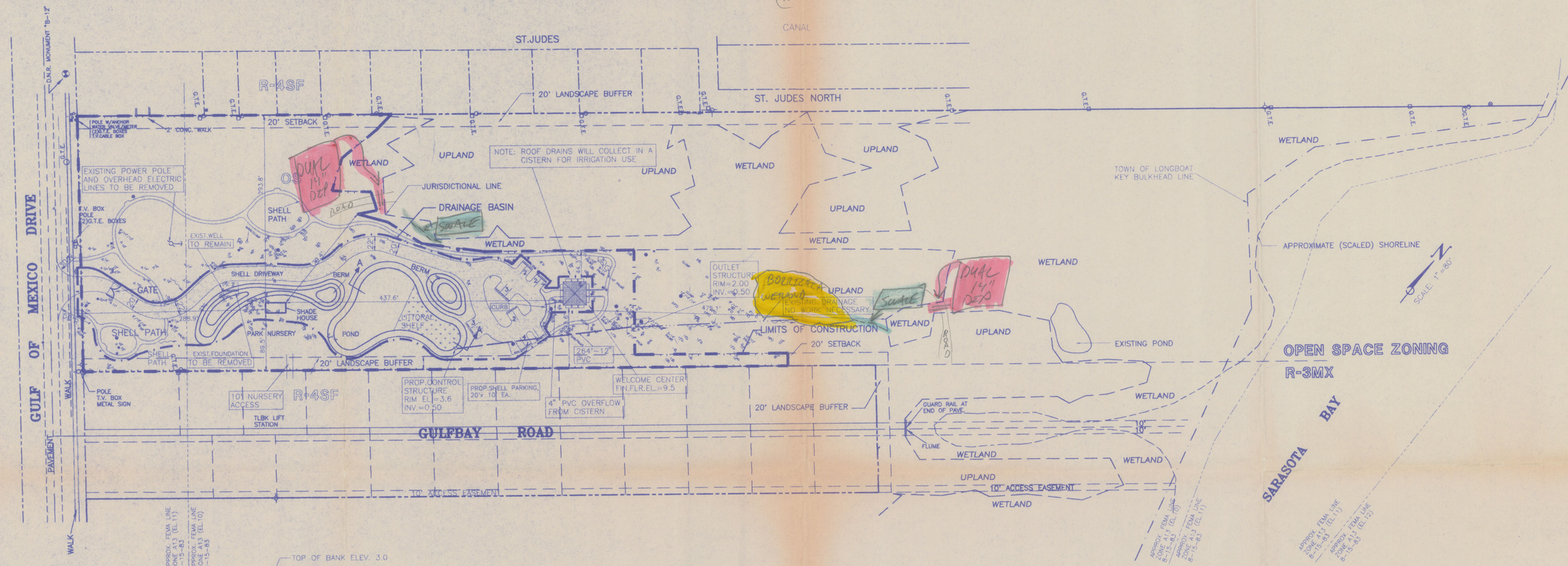
SHEET NO. C-5

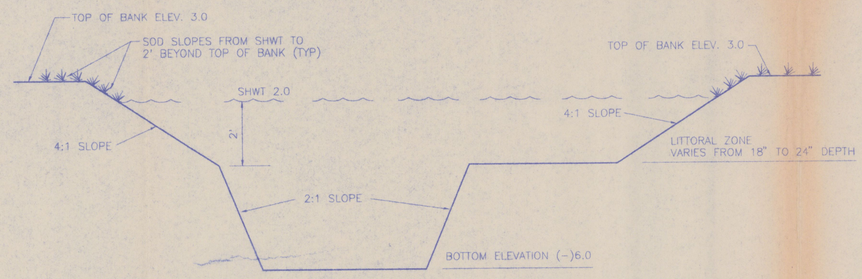
Permit

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT Received MAR 27 1995 R.R.-VENICE

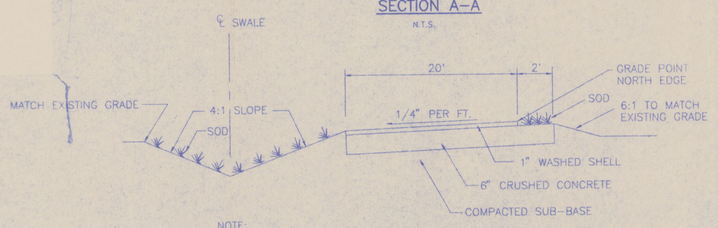
MAR 29 1995 PROCESSING & RECORDS

STM COPY TO
DANIEL SOMOFF
(heater w/ STR. EDGE)





SECTION A-A
N.T.S.



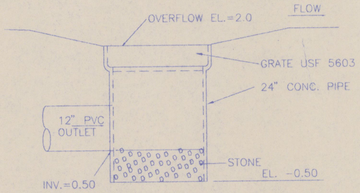
NOTE:
PROPOSED BASE WILL BE 20' WIDE EXCEPT IN AREA SHOWN ON PLAN ABOVE.

TYPICAL ROADWAY SECTION
N.T.S.

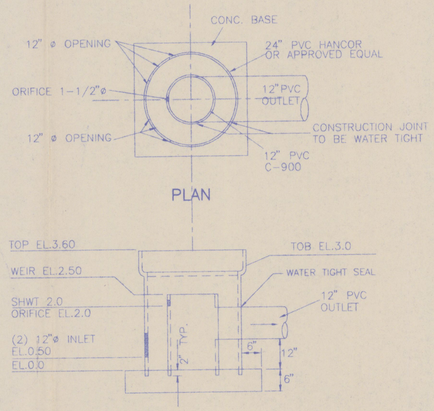
THE TOWN OF LONGBOAT KEY - PUBLIC WORKS DEPARTMENT WILL BE RESPONSIBLE FOR THE PERMANENT MAINTENANCE OF THE PARK FACILITIES.

THE 20' LANDSCAPE BUFFER IS TO BE ENHANCED & REPLANTED WHERE EXIST. ENCROACHMENTS ARE FOUND.

THE PERFORMANCE STANDARDS IN SECTION 158.102 OF THE T.O.L.B.K. ZONING CODE HAS BEEN MET.



SECTION
OUTLET DETAIL
N.T.S.



SECTION
CONTROL STRUCTURE DETAIL
N.T.S.

JOAN M. DURANTE COMMUNITY PARK
CONSTRUCTION PLANS
GENEARL SITE PLAN

REVISED	DATE	INITIALS	DESCRIPTION:
	2/13/95	SWS	REV. ENTRANCE DRIVE RADIUS TO 30'
	1/27/95	SWS	REV. ENTRANCE DRIVE PER PDT
	1/10/95	SWS	REV. PARKING PER ARCH.
	10/7/94	SWS	REV. PER TLBK
	10/4/94	SWS	ADDED DRAINAGE BASIN AND FLOW ARROWS

DATE: 9/23/94
PROJ.MGR: SWS
DESIGN: SWS/F
DRAWN: SWS
CHK'D: PWM
Q.A.
APPROVED:

Landry & Eber
ENGINEERS · SURVEYORS
130 N. Tamiami Trail, Suite 301 Sarasota, Florida 34236
(813)955-6004 FAX (813)955-7501

ENGINEERS SURVEYORS SEAL

APPROVED: ENGINEER OF RECORD DATE
NOT ISSUED FOR CONSTRUCTION

PROJECT NO. B00504
SHEET NO. C-3

GULF OF MEXICO DRIVE

GULF

EXISTING PAVEMENT

EXIST WATER MAIN

WALK

D.N.R. MONUMENT "B-12"

WALK

G.T.E.

ST.JUDES

CANAL

R-4SF

POLE W/ANCHOR
WATER VALVE/METER
(2)G.T.E. BOXES
T.V.CABLE BOX

2' CONC. WALK

20' SETBACK

20' LANDSCAPE BUFFER

G.T.E.

PROP. FENCE-SEE LANDSCAPE PLAN FOR DETAILS

WETLAND

UPLAND

all fences there is not a 20' buffer

mulch & sand pile stocked here

293.8'

OS

SHELL PATH

2' WIDEN AREA OF BASE. SEE TYP. SECTION

JURISDICTIONAL LINE

LIMITS OF CONSTRUCTION

NOTE: ROOF DRAINS WILL COLLECT IN A CISTERN FOR IRRIGATION USE

SCALE 1"=40'

T.V. BOX
POLE
(2)G.T.E. BOXES

PROPOSED 1" WATER SERVICE FOR DRINKING FOUNTAINS. CONNECT TO DRINKING FOUNTAINS SHOWN ON LANDSCAPE ARCHITECTS DRAWINGS

EXIST. WELL TO REMAIN

MANG. CLUMP

SHELL DRIVEWAY

SHELL DRIVEWAY AND PARKING

179.4'

HANDICAP RAMP

CONC. PATH

5' CONC. WALK

(AT GRADE)

PROPOSED GATE

INSTALL BACK FLOW PREVENTOR ON WATER LINE

288.9'

BERM

437.6'

SHADE HOUSE

STORM WATER TREATMENT LAKE SHWT 2.0

LITTORAL SHELF

NO LITTORAL SHELF PRESENT 07-14-95 PRC

TOP OF BANK ELEV. 3.0

PARK NURSERY

SOD SLOPES

SWALE @ 5%

EXIST. FOUNDATION TO BE REMOVED

89.5'

CONCRETE WALK

FUTURE LANDSCAPED AREA (SOD)

FUTURE SHELL PATH (AT GRADE)

SWALE TO DRAIN

475.1' TO WETLAND

CONC. PATH

LANDSCAPED AREA

97.9'

264'-12" PVC

HANDICAP PARKING SIGN

20' LANDSCAPE BUFFER

20' SETBACK

PROPOSED BENCHES

10' NURSERY ACCESS

PROP. CONTROL STRUCTURE RIM EL.=3.6 INV.=0.50

PROP. SHELL PARKING, 20'x 10' EACH WITH RAILROAD TIE WHEEL STOPS

WELCOME CENTER FIN.FLR.EL.=9.5 GRADE ELEVATION UNDER BUILDING TO BE 6.0

OUTLET STRUCTURE RIM=2.00 INV.=0.50

Not visible Possibly exist

POLE
T.V. BOX
METAL SIGN

R-4SF

PROP. FENCE-SEE LANDSCAPE PLAN FOR DETAILS

No Fence

GULFBAY ROAD

198 x 185 x 246

APPROX. FEMA LINE ZONE A13 (EL.11) 8-15-83

APPROX. FEMA LINE ZONE A13 (EL.10) 8-15-83

NOTES:

1. SHELL PATH TO MEANDER TO SAVE TREES.
2. SHELL PATH TO BE CONSTRUCTED APPROX. 4" ABOVE EXISTING GRADE & BACKFILL EDGES ON 6:1 SLOPE TO MATCH EXISTING GRADE.
3. CONCRETE RAMP AT EAST SIDE OF WELCOME CENTER TO BE AT 12:1 SLOPE MAXIMUM.
4. SEE LANDSCAPE ARCHITECT PLANS FOR IRRIGATION CISTERN DETAIL.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FILL MATERIAL FOR THE SITE. OFF-SITE MATERIAL MAY BE AVAILABLE & DELIVERED TO THE SITE STARTING DECEMBER 1, 1994. THE CONTRACTOR WILL BE RESPONSIBLE FOR SPREADING AND GRADING THE MATERIAL THAT WILL BE USED ON THE SITE. CONTRACTOR TO DEDUCT FILL MATERIAL MADE AVAILABLE BY TOWN OF LONGBOAT KEY (IF ANY) WITH UNIT PRICING.
6. CONTRACTOR WILL SPREAD FILL MATERIAL ON UPLAND AREAS AND GRADE SITE TO APPROXIMATELY 0.5' ABOVE EXISTING GRADE TO REMOVE GROUND WATER SPOTS AND GRADE THE SITE TO DRAIN PROPERLY, COVER DISTURBED AREAS WITH MULCH, WHICH EXISTS ON SITE.

6/6/95 by CAT

☑ INSPECTION CONDUCTED BY DISTRICT
☐ INSPECTION NOT CONDUCTED BY DISTRICT
RIGHT RESERVED FOR FUTURE INSPECTION

LEGEND

- 5.0 — PROPOSED GRADE
- PROPOSED SWALE
- PROPOSED FLOW
- PROPOSED CONCRETE WALK
- + HOSE BIBB
- CISTERN IRRIGATION PUMP

MATCH LINE SEE SHEET C-6

RECORD DRAWING

JOAN M. DURANTE COMMUNITY PARK
RECORD DRAWING
DETAIL SITE PLAN

REVISED	DATE	INITIALS	DESCRIPTION
	5/26/95	DJF	REF. FOR RECORD DRAWING
	7/24/95	KHH	REV. SWALE CLARIFICATION
	7/31/95	SWS	REV. ENTRANCE DRIVE RADIUS TO 50'
	7/27/95	SWS	REV. ENTRANCE DRIVE PER FDOT
	9/10/95	SWS	REV. PARKING PER ARCH.
	10/17/94	SWS	REV. PER "T" BK

DATE: 9/23/94
PROJECT: B00504
DESIGN: SWS
DRAWN: SWS
CHK'D:
QA
APPROVED:

Landry & Esber
ENGINEERS · SURVEYORS
130 N. Tamiami Trail, Suite 301 Sarasota, Florida 34236
(813)955-6004 FAX (813)955-7501

ENGINEERS SURVEYORS

SEAL

APPROVED: [signature] 5/31/95
CENTER OF REC. DATE

NOT ISSUED FOR CONSTRUCTION

PROJECT NO. B00504

SHEET NO. R-5

4/18 40/5299.00 +.01

RECORD DWG.

SOUTHWEST FLORIDA WMD Received MAY 31 1995 PLR-VENICE









































(5)



TOWN OF LONGBOAT KEY REQUISITION

____PO
X REQUEST TO PAY ($500 or less; attach invoice)
____QUOTATION ONLY
____FORMAL BID (attach specs)
____INCREASE PO

ACCOUNT #: 615.7500.572.6101 $_____
#: ____.____.____.____ $_____
#: ____.____.____.____ $_____
#: ____.____.____.____ $_____
#: ____.____.____.____ $_____

DELIVER TO: _____

FINANCE USE:	QTY	DESCRIPTION	UNIT $	TOTAL $
Vend #		PORT-O-LET Services Per the Attached		
Inv #		(DURANTE PARK)		65.00
Desc:				
Net $				
Pay Date				
Price Ckd				
FINANCE APPROVAL:				
DATE				

DEPT. APPROVAL _____ DATE 11/18/94 TOTAL $ 65.00

****

SPECIAL INSTRUCTIONS: _____attached enclosure, send with check
_____give check to _____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: PORT-O-LET-WASTE MANAGEMENT quote: _____
address: OF MAN & SARA CO. P.O. BOX 105448, ATLANTA
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

INVOICE

FROM:

W/M OF MANATEE COUNTY
6120 21ST ST E
BRADENTON FL 34203-5005

ACCOUNT NUMBER
380380 PO 0271459
INVOICE NUMBER
138065
DATE
11/09/94

TO:

TOWN OF LONGBOAT KEY
501 BAY ISLES BLVD
LONGBOAT KEY FL 34228

BILLING INQUIRIES: 813/753-7591 SERVICE INQUIRIES: 813/753-7581 C

DATE	REFERENCE NUMBER	QUANTITY	DESCRIPTION	AMOUNT
10/10			PREVIOUS BALANCE	130.65
10/25			PAYMENT RECEIVED	130.65CR
			BALANCE FORWARD	0.00
			TOWN OF LONGBOAT KEY 5540 GULF OF MEXICO DR LONGBOAT KEY FL 34228	
			TWICE PER WEEK PORT-O-LET SERVICE NOVEMBER 94	65.00
			TOTAL CURRENT CHARGES PAYMENT DUE UPON RECEIPT.	65.00
			TOTAL AMOUNT NOW DUE	65.00

THANK YOU FOR YOUR PROMPT PAYMENT.

EFFECTIVE IMMEDIATELY THERE WILL BE A 1% PER MONTH CHARGE
ON UNPAID BALANCES OVER 30 DAYS OLD.

TO INSURE PROPER CREDIT RETURN REMITTANCE STUB WITH PAYMENT.
SEND ALL CORRESPONDENCE TO OUR ADDRESS LISTED ABOVE.

PLEASE RETURN THIS PORTION WITH PAYMENT - DO NOT STAPLE OR PAPER CLIP

INVOICE DATE: 11/09/94 C
CURRENT CHARGES: 65.00
TOTAL DUE: 65.00

PO W/M OF MANATEE COUNTY
6120 21ST ST E
BRADENTON FL 34203-5005

ACCOUNT NUMBER	AMOUNT PAID
380380 PO 0271459	$.
INVOICE NUMBER	**CHECK NUMBER**
138065	

TOWN OF LONGBOAT KEY
501 BAY ISLES BLVD
LONGBOAT KEY FL 34228

2 801 IP01
PORT-O-LET - WASTE MANAGEMENT
OF MANATEE AND SARASOTA COUNTY
PO BOX 105468
ATLANTA GA 30348-5468

111000911

380380027145913806500000065000000000000000000065003803939>

printed on recycled paper
30% post consumer waste

WASTE MANAGEMENT OF MANATEE COUNTY
6120 21st Street East
Bradenton, Florida 34203
813-753-7591

A Waste Management Company

SPECIAL WASTE QUESTIONNAIRE

Account Name: Long Boat Key The Town Account #: 0312309

Service Type: MC RM

The materials listed below may require special handling. If you generate any of them, please reflect them on this questionnaire. Kindly return this form with your signature as soon as possible. Thank you for your cooperation. (NOTE: If you answer "YES" to any of these questions, indicate QUANTITY).

SPECIAL WASTE

Yes	No	Quantity		
—	✓	_____	A.	Containerized waste (drum, barrel, portable tank, box, pail, etc.)
—	—	_____	B.	Waste transported in a bulk tanker
—	—	_____	C.	A liquid waste
—	—	_____	D.	A sludge waste
—	—	_____	E.	A waste from an industrial process
—	—	_____	F.	A waste from a pollution control process
—	—	_____	G.	Residue and debris from a cleanup of a spill or release of chemical substances, commercial products or waste
—	—	_____	H.	Contaminated soil, water, residue, debris, and articles from the clean-up of a site facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in A-G
—	—	_____	I.	Sludge from a publicly owned sewage treatment plant serving primarily domestic users.

MISCELLANEOUS SPECIAL WASTE

Yes	No	Quantity		
—	—	_____	A.	Empty containers of waste commercial products or chemicals
—	—	_____	B.	Asbestos containing waste from building demolition or cleaning

CONTINUED.....

Yes	No	Quantity		
___	/	_____	C.	Commercial products or chemicals: OFF-SPEC, OUTDATED, CONTAMINATED, or BANNED
___	/	_____	D.	Residue and debris from clean-up of spills or releases of single chemical substance or commercial product or a single waste which would otherwise qualify as miscellaneous special waste
___	/	_____	E.	Waste from the mechanical processing of fruit, vegetables or grain
___	/	_____	F.	Pumping from septic tanks used exclusively by dwelling units
___	/	_____	G.	Grease trap wastes from residences, restaurants or restaurants not located at industrial facilities
___	/	_____	H.	Washwater wastes from commercial car washes
___	/	_____	I.	Washwater wastes from commercial laundries or laundromats
___	/	_____	J.	Chemical-containing equipment removed from service (cathode ray tubes, batteries, fluorescent light tubes, etc.)
___	/	_____	K.	Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process
___	/	_____	L.	Pneumatic truck or automobile tires

NOTE: This Waste Management facility does not handle the following special wastes: chemical waste from laboratory; articles, equipment and clothing containing or contaminated with polychlorinated biphenyl (PCB's); waste from a medical practitioner, hospital, clinic, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital, or animal testing laboratory; closed cartridge filters from drycleaning establishments. Referral assistance for management of these wastes is available on request.

I hereby certify that the above responses are complete and accurate to the best of my knowledge.

Signature: _____ Title: Director of Public Works

Name: Leonard A. Smalley Date: 4-6-95

COMMENTS:

_____

_____

_____

/ctl
1-94
FORMS
SPECIAL.WMM

MADDOX
&
ASSOCIATES
ARCHITECTS

RECEIVED
APR - 6 1995
PUBLIC WORKS DEPT.

April 4, 1995

Mr. Daniel Gaffney, Director Planning, Zoning & Building
Town of Longboat Key
610 General Harris
Longboat Key, FL 34228

RE: Durante Park

Dear Dan:

I received a copy of a memorandum to you from Richard Simcoe dated 4/4/95 regarding a couple of issues on the pavilion structure.

As you are aware, the deflection in the 2 x 6 cedar floor planking is being corrected in accordance with the desires of the Building Department. This work will be completed before 4/7/95.

We are requiring the contractor to provide adequate nailing on the existing floor joist overlaps at floor beam intersections. This is a punch list item and will be completed before 4/7/95.

Richard mentioned that neither the stair or ramp have rails that meet graspable standards. That is because the project is not yet complete and the handrails have not been installed. I have been assured by the contractor that they will be installed by 4/7/95.

If you have any questions regarding the above items, please let me know.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

xc: Len Smalley, Director of Public Works
Richard Simcoe, Building Official

PF3.35

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

RECEIVED
APR - 7 1995
PUBLIC WORKS DEPT.

MEMORANDUM

DATE: 04-04-95

TO: Daniel Gaffney, Director Planning, Zoning & Building

FROM: Richard Simcoe, Building Offical

SUBJECT: Gazebo at Durante Park

As you are aware, the 2 x 6 cedar floor planking at the gazebo deflects unreasonably. The system employed uses individual boards that appear to be over spanned for their quality and grade. The design for the floor system is represented on approved plans sheet A-4, section 2 and sealed by the architect of record. Because of the deflection problem, under-engineering is apparent. The architect indicated that his engineer probably designed the system on tongue-and-groove decking.

Existing floor joists are pressure treated 2 x 10 southern yellow pine at 5' centers mounted on 2 x 12 floor beams that are bolted to 12 x 12 cypress columns. Interior floor beams are supported on form and poured concrete piers forming a cross section of beams into 5' x 10' bays on which the floor joists are mounted. Each floor joist spans 10' and each finished floor plank spans 5'.

In order to adequately repair the deflection problem, additional 2" x 10" x 10' pressure treated southern yellow pine floor joists should be employed between the 5' bays in order to support the finished floor decking and achieve the the 100 psf required by the building code. Each joist should be adequately nailed and strapped where appropriate. This design should be verified by the architect of record (building department personnel are precluded from design by law unless licensed, etc.) prior to final acceptance or repair regardless of who performs the work (the contractor or public works). It is my opinion that the town should accept nothing less.

Inspection also revealed that the 10' sections of floor joists are not adequately nailed where they overlap at floor beam intersections. The architect is aware and this has been added to the final punch list.
Additionally, neither the stair or the ramp have rails that meet graspable standards. This must also be added to the punch list of items for correction.

Construction of bench seating has changed from approved plans. Seating now employs a box frame design that would be more compliant with code and prudent design. The original design relied on column supported framework that did not support the the span of the 2 x 6 cedar planks adequately. For the same deflection reason, the original design could pinch when rising.

Although not a code requirement, the handicapped parking space should be changed to asphalt or concrete at some point in the future. Wheelchairs do not roll well on shell and the transition from the shell drive to the concrete sidewalk will not be easy to maintain.

This memo should be provided to Bill Maddox (architect of record) and to public works should they be called upon to complete the repairs. Irrespective, the work must be completed before the gazebo can be safely used.

cc: Len Smalley, Director of Public Works
Bill Maddox

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

April 6, 1995

TO: WOODRUFF AND SONS

Gentlemen:

This is your authorization to install a plaque at Durante Park beginning at 7:00 A.M. on Friday, April 7, 1995.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cmg
cc: Griff H. Roberts, Town Manager
Police Department
Code Enforcement Department

M E M O R A N D U M

DATE: 04-07-95

TO: ALL PUBLIC WORKS STAFF

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK DEDICATION

This is to congratulate all of you who helped with the Durante Park Dedication on April 7th.

Your efforts in making the ceremoney a great success are greatly appreciated.

/cmg

FLATBED



ACTION

READING SERVICE BODIES



813-572-6319 1-800-330-1229 FAX 813-572-4918

Len, 3.15.95

(1)

02 March, 95
report of Line Broken by "Turner Tree"
Planting tree-in spot Located by
Steve Shield. Wanted us to know.
reported to Len - who was to advise
John Huffer.

(2)

Taken from Context. Something like
If items are not visable (in this case
covered with mulch) or flaged -
This will happen again - get used to it.
or words to that effect.

Mike Smith
Donnie Barth
Dale Howell.
} our employees
to the direct knowledge
of incident

DISTRIBUTORS FOR:

Reading Utility Bodies
Adrian Van Interiors
Liftmoore Cranes
Thieman Liftgate
Tommy Gate
Action Flatbeds
Dump Bodies
Ramsey Winches
Van Bodies

MasterCard VISA

Irrigation Design Associates

Terry Fiddelke, President

TO Roy
FOR
Verification
2

March 14, 1995

Woodruff & Sons, Inc.
P.O. Box 10127
Bradenton, FL. 34282-0127
Attn: John Huffer

RE: The Durante Park -Project.

Dear John,

(1) Please inform the City Of Longboat Key, that their Landscape crews have damaged Irrigation Main-Lines, Stub-ups, Valves and Wires, by carelessley driving over marked Main and Laterals. On Friday, March 3rd, they damaged a Six (6') section of Main, Filler Pipe, and Wires, after we notified them of the main location. By not notifying us in a timely manner, or even shutting off the Gate Valve at the Well, the main line and filler pipe became loaded with gravel.

(2) Today their Crews broke a stub up and then informed my Crew Cheif, " to get used to it". We don't boleive that this attitude is appropriate or in the best interest of the Owner. All we ask is that the City Workers respect our work, as much as we respect theirs.

Our rates for this type of service work is Thirty Five ($35.00) dollars an hour, plus materials. Our invoice for this work will follow under a seperate cover.

Sincerely,

Terry A Fiddelke

Terry A. Fiddelke
Irrigation Design Assoc.
Owner

CC: David W. Johnston Assoc., Inc
1487 Second Street Suite # E
Sarasota, FL. 34236

4411 CLARK ROAD • SARASOTA, FLORIDA 34233
PH: (813) 927-1279 • FAX: (813) 925-8987

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

FAX COVER LETTER

DATE: 3-14-95

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Steve Schield

FIRM: Planning

CITY: Longboat Key

FAX #: 387-7016

FROM:

NAME: John Huffer

TELEPHONE NO.: (813) 756-1871

FAX NO.: (813) 755-1379

TOTAL NUMBER OF PAGES INCLUDING COVER PAGE 2.

IF YOU DO NOT RECEIVE ALL THE PAGES, OR IF THEY ARE NOT LEGIBLE, PLEASE CALL.

COMMENTS: RE: Durante Park
Please see the attached letter from my irrigation Sub. Please see what you can do
Thanks
John

MEMORANDUM

DATE: 04-07-95

TO: STEVE SCHIELD, PARKS & ENVIRONMENTAL OFFICER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK

Please trim the bushes, trees, etc. obscuring the Durante Park sign.

/cmg

V.I.P.
RESERVED
PARKING

The Town Commission of Longboat Key

and

James P. Durante, Benefactor,

cordially invite you to attend
the Dedication Ceremony for the

JOAN M. DURANTE COMMUNITY PARK

at
5550 Gulf of Mexico Drive
on
April 7, 1995, 10:00 a.m.

R.S.V.P. by April 5, 1995
Telephone (813) 383-3721

Casual clothing and comfortable walking shoes should be worn for the park tour following the dedication.

M E M O R A N D U M

DATE: 04-04-95

TO: Len Smally, Public Works Director
Curt Engert, Special Services Representative

FROM: Griff Roberts, Town Manager

SUBJECT: VIP List for Durante Park Dedication

The following is the VIP List for parking within the Durante Park parking site:

Town Commissioners:
- Mayor Jim Patterson
- Vice-Mayor Bob Drohlich
- Commissioner Bob Farber
- Commissioner Al Green
- Commissioner Ray Metz
- Commissioner Marge Sagman
- Commissioner Lew Gotthainer

Town Manager Griff Roberts
James Durante
Ms. Marion Martinson — 4 OR DARK BLUE
Steve Stevenson
Dave Callahan
Bill Maddox
Dr. John Morrill
Woodruff Construction
Frank Cunningham

Cards will be distributed for display on the dashboard of each of the vehicles for the dedication.

GHR/dhs

March 30, 1995

PRELIMINARY NOTICE TO CONTRACTOR
F.S. 255.05/F.S. 713.23

RECEIVED
APR - 4
PUBLIC WORKS DEPT.

To: TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA 33548

And: ST. PAUL FIRE AND MARINE INSURANCE COMPANY
385 WASHINGTON STREET
ST. PAUL, MN 55102

The undersigned hereby gives notice, in accordance with F.S. 255.05 or F.S. 713.23, that pursuant to a contract with:

WOODRUFF & SONS, INC.
P.O. BOX 10127
BRADENTON, FLORIDA 34282-0127

it is furnishing the following labor, services and materials:

PER PURCHASE ORDER #7824 DATED MARCH 10, 1995

for an improvement on the following described property located in SARASOTA County, Florida.

DURANTE PARK - 5550 GULF OF MEXICO DRIVE, LONGBOAT KEY

owned by: TOWN OF LONGBOAT KEY

on which you are the general contractor under the direct contract and began to furnish labor, materials or supplies on: **MARCH 20, 1995** and has not received payment therefore.

In accordance with Florida law, the undersigned puts you on notice that it intends to look to the bond, executed to insure payment on said project, for protection.

This Preliminary Notice to Contractor is required by Florida Statutes. It is not meant to imply that any money is presently due to the company or that and amount is past due. It is sent as a matter of company policy in order to comply with the provisions of Florida law and is in no way to be considered a reflection upon the credit of any business or individual named hereon.

APAC-Florida, Inc.

Signed, sealed and delivered in the presence of:

By: _____
KATHY SHERMAN
ASST. SECRETARY/ASST. TREASURER

_____

_____

copies sent to: see attached certified mail receipts

Z 306 364 558	Town of Longboat Key 501 Bay Isles Road Longboat Key, Fl. 33548
Z 306 364 559	St. Paul Fire & Marine Ins. Co. 385 Washington Street St. Paul MN 55102
Z 306 364 560	Ronald A. Smith, Attorney at Law St. Paul Fire & Marine Ins. Co. 124 E. 8th Street Rochester, IN 46975
Z 306 364 561	Woodruff & Sons Inc. P. O. Box 10127 Bradenton, Fl. 34282-0127

Fold at line over top of envelope to the right of the return address

CERTIFIED

Z 306 364 558

MAIL

APAC-Florida, Inc.
P.O. Box 2579 • Sarasota, FL 34230

FIRST NOTICE

SECOND NOTICE

RETURN

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Fl. 33548

34228-3196 12

PROPOSAL REQUEST

Owner ☒
Architect ☐
Contractor ☐
Field ☐
Other ☐

PROJECT: (name, address) Joan M. Durante Community Park, Longboat Key, FL

PROPOSAL REQUEST NO.: 5

OWNER: Town of Longboat Key

DATE OF ISSUANCE: 03/14/95

TO: (contractor) Woodruff and Sons, Inc.
P.O. Box 10127
Bradenton, FL 33507

ARCHITECT: Maddox & Associates Architects, P.A..
1266 First Street Suite 9
Sarasota, FL 34236

CONTRACT FOR: General

ARCHITECT'S PROJECT NO: 93012.02

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. Provide cost information to delete security shutters and all related hardware from contract. (Include sufficient backup material including purchase orders for material, estimate sheets for labor costs, etc.)

RECEIVED
[redacted] 17 [redacted]
PUBLIC WORKS DEPT.

Attachments:

REQUESTED BY:

William E. Maddox
(Signature)

William E. Maddox, AIA Project Architect
(Printed name and title)

however, in light of the first sentence in paragraph 6.1.6 of the Owner/Contractor Agreement (A105), I cannot recommend payment by the owner. If you cannot agree with the compromise we have offered on item #5, you are directed to turn over all material originally specified on the drawings by 10:00am 4/3/95 and the Owner will complete the work. A credit for labor not performed by Halfacre will be deducted from the contract.

This letter represents our final determination on these matters, therefore, according to paragraph 6.2.4 our decision is "final and binding on the parties but subject to arbitration".

The attached Change Order represents what we believe to be fair and equitable for both the Town and for Woodruff & Sons, Inc. Please execute the change order or return it unexecuted by 10:00am on 4/3/95. Returning the Change Order unsigned will indicate your intent to arbitrate.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

attachments

xc: Len Smalley
Barbara Levin, Attorney for TLBK

MADDOX
&
ASSOCIATES
ARCHITECTS

March 30, 1995

Mr. John Huffer
Woodruff and Sons, Inc.
P.O. Box 10127
Bradenton, FL 34282-0127

RE: Joan M. Durante Community Park

Dear John:

Based on your letter dated 3/30/95 responding to my letter dated 3/29/95 I have the following comments:

1. Issue resolved.
2. Work will be done by Owner.
3. All requests you have made for *additions* to the work being performed by a subcontractor have included a 15% markup. Why is it that when a *deletion* to the work is made, the 15% markup is not included? After comparing the Halfacre's Schedule of Values with yours, it appears evident that there is a markup included on the pavilion. We offer a compromise of 7.5% and have so indicated on the attached Change Order #5.
4. Our decision stated in the 3/29/95 letter remains the same. No additional costs will be accepted.
5. Our decision stated in the 3/29/95 letter remains the same. We offered a compromise in that letter on the number of hours required to do the work and have so indicated on the attached Change Order #5.
6. Issue resolved. Additional cost has been included in Change Order #5.
7. Our decision stated in the 3/29/95 letter remains the same. No additional costs will be accepted.
8. Issue resolved. Credit has been included in Change Order #5.
9. Issue resolved.

In conclusion, I have made every attempt to understand your point of view on items #4 & #7,

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

CHANGE ORDER

Owner ☐
Architect ☐
Contractor ☐
Field ☐
Other ☐

PROJECT: (name, address)	Joan M. Durante Community Park 5550 Gulf of Mexico Drive Longboat Key, FL 34228	CHANGE ORDER NUMBER:	5
		DATE:	03/30/95
TO CONTRACTOR:	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	ARCHITECT'S PROJECT NO:	93012.02
		CONTRACT DATE:	12/06/94
		CONTRACT FOR:	General

The Contract is changed as follows:

1. Delete pavilion security shutters and all related hardware	($9,092.35)	
2. Revise support for pavilion benches (per Halfacre sketch attached)	$487.60	
3. Modify Truss #1 splice detail per sketch SK-19	$248.40	
4. Modify detail (2/A-1) to delete Simpson connectors at upper end of joists	($312.80)	
		($8,669.15)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	$323,768.79
Net change by previously authorized Change Orders	$26,927.67
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$350,696.46
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	($8,669.15)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	$342,027.31
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.
The date of Substantial Completion as of the date of this Change Order therefore is	March 29, 1995

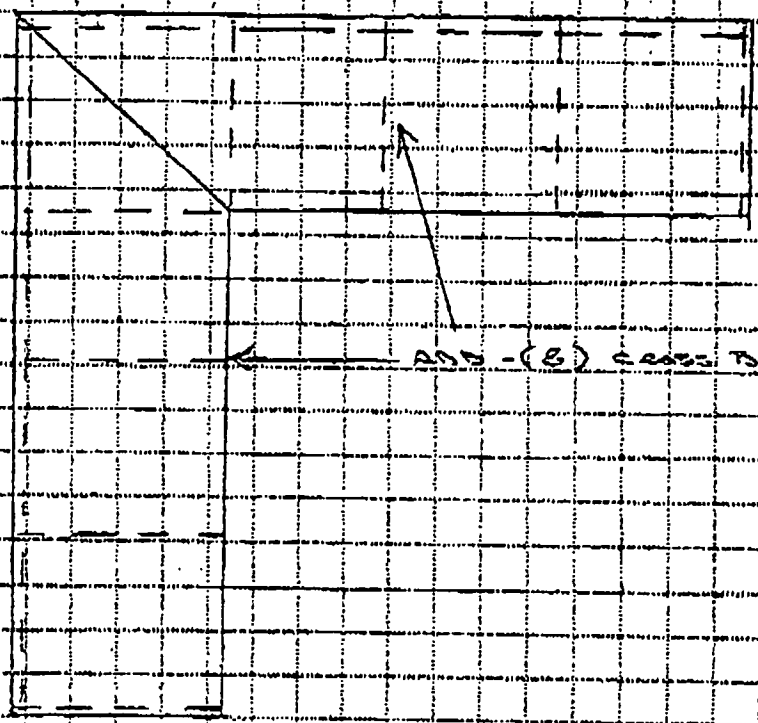
Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Architect	Contractor	Owner
Maddox & Associates Architects 1266 First Street Suite 9 Sarasota, FL 34236	Woodruff and Sons, Inc. P.O. Box 10127 Bradenton, FL 33507	Town of Longboat Key 501 Bay Isles Rd. Longboat Key, FL 34228
William E. Maddox		
By	By	By
3/30/95		
Date	Date	Date

BILL HALFACRE construction company

Durante Park
3/24/95

ADD -(2) EDGE SUPPORTS 2x4 WRC.



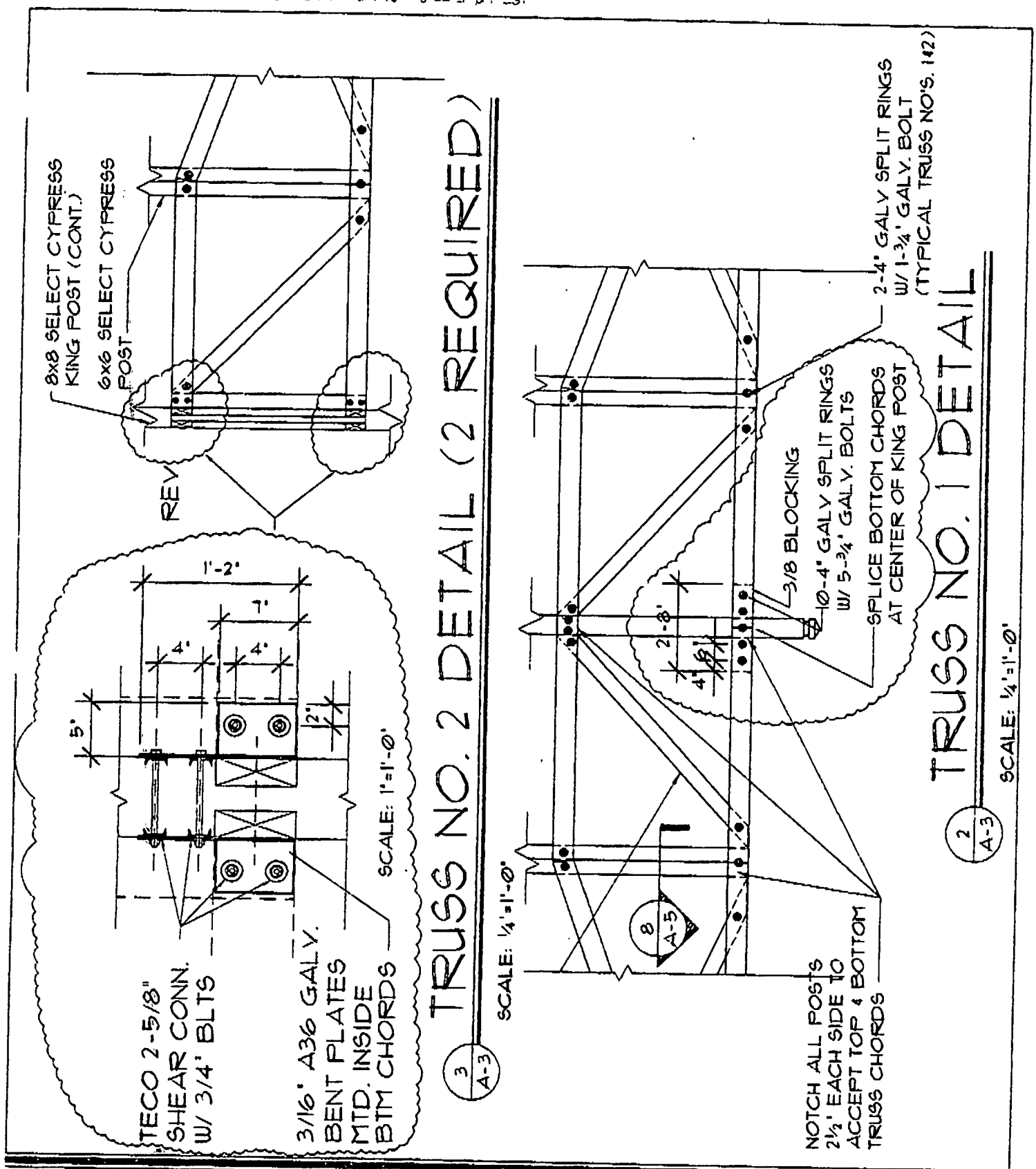
MATERIAL -

160 LIN. FT. - 2x4 WRC	224 -
MISC. GALV. FASTENERS	INCL.

LABOR

15 HRS. @ 25/HR.	375 -
	599 -

F:\DATA\DWGDATA\TLBK\PARK\CA\SK-10 2-4-95 5:44:21 pm EST



MADDOX & ASSOCIATES
ARCHITECTS

REVISED DETAILS

PROJECT NO.	9501L07
DATE:	2/2/95
DRAWN BY:	WEH
CHECKED BY:	WEH
SCALE:	1/4"=1'-0"
SHEET NO.	SK-10

NO. · DATE · REVISION

facsimile
TRANSMITTAL

to: Len Smalley
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park
date: March 31, 1995
pages: 6, including cover sheet.

From the desk of...

William E. Maddox
President
Maddox & Associates Architects, P.A.
1266 First Street, Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

Hard Copy to Follow _____yes _____no

MEMORANDUM

RECEIVED
DATE: 03-02-95
MAR - 7 1995
PUBLIC WORKS DEPT.

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK STATUS

On Wednesday, March 1, 1995, Steve, Roy and I met with Bill Maddox, Phil Smith (Landscape Architect) and John Huffer of Woodruff to determine the schedule for completion of the park.

The building and grounds will be substantially complete by Friday, March 17, 1995.

Grounds:
Woodruff and their subs will clean-up, plant and mulch all of their work areas. Town forces will trim existing palms, clean-up and grade areas adjacent to Woodruff's work areas.

Building:
The specialized shutters are unobtainable by March 17th. In fact, they cannot be obtained during Woodruff's contract period. Maddox is considering a change. Not having the shutters will not affect the dedication, according to Maddox.

Plaque:
The plaque which is to be outside the building will not be available by March 17th. The manufacturer will send an identical bronze colored replica which will be installed for the dedication.

Buffer:
There are several areas of the 20' buffer which we would like to get planted. Originally the buffer was bid at $85,000. The Town did not accept this alternate, opting to transplant from other sites. The in-kind amount was about $15,000 for Public Works crews to do the work. Subsequently it was learned that there were no plants available for the buffer.

Maddox proposes a change order of (+/-) $16,000 to plant critical areas of the buffer. If funds are available I recommend approval. With your approval these areas may be planted by March 17th.

Flagpole:
This installation is on hold.

3/4/95

/cmg

RECEIVED
MAR 2 1995
TOWN MANAGER OFFICE

MEMORANDUM

DATE: 03-06-95

TO: Len Smally, Public Works Director

FROM: Griff Roberts, Town Manager

SUBJECT: Durante Park Buffer Plants

Please accept my approval for Bill Maddox to proceed with the change order for $16,000+/- to plant critical areas of the buffer. I would like to have this work done by March 17th for the scheduled dedication.

GHR/dhs

cc: Bill Maddox, Maddox & Associates

RECEIVED
MAR - 7 1995
PUBLIC WORKS DEPT.

TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA 34228
(813) 383-3721
FAX (813) 383-7231

DATE: 3-6-95

TIME: 3:30 PM

TO: Bill Maddox
Maddox + Assoc

FAX # 955-7360

FROM: Griff Roberts
TM

NUMBER OF PAGES TRANSMITTED
(Including Cover Page) 2

If you do not receive all of the pages, please call X 243 and ask for Donna Spencer

THANK YOU

RECEIVED
MAR - 7 1995
PUBLIC WORKS DEPT.

PROPOSAL REQUEST

Owner ☒
Architect ☐
Contractor ☐
Field ☐
Other ☐

PROJECT: (name, address) Joan M. Durante Community Park
Longboat Key, FL

PROPOSAL REQUEST NO.: 5

OWNER: Town of Longboat Key

DATE OF ISSUANCE: 03/14/95

TO: (contractor) Woodruff and Sons, Inc.
P.O. Box 10127
Bradenton, FL 33507

ARCHITECT: Maddox & Associates Architects, P.A..
1266 First Street Suite 9
Sarasota, FL 34236

CONTRACT FOR: General

ARCHITECT'S PROJECT NO: 93012.02

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. Provide cost information to delete security shutters and all related hardware from contract. (Include sufficient backup material including purchase orders for material, estimate sheets for labor costs, etc.)

RECEIVED
[redacted] 17 [redacted]
PUBLIC WORKS DEPT.

Attachments:

REQUESTED BY:

William E. Maddox

(Signature)

William E. Maddox, AIA Project Architect

(Printed name and title)

MINUTES OF THE REGULAR MEETING OF THE LONGBOAT KEY TOWN COMMISSION, MARCH 6 1995, 7:00 P.M.

Present: Mayor Farber, Vice-Mayor Patterson, Commissioners Gotthainer, Drohlich, Sagman, Metz, Green

Also Present: Town Manager Roberts (until 7:45 P.M.), Town Attorney Persson, Town Clerk Arends (sitting in for Town Manager for balance of meeting), Deputy Clerk Celentano

I. Call to Order
The meeting was called to order at the Longboat Key, Florida, Town Commission Chambers, 501 Bay Isles Road, at 7:00 P.M.

II. Pledge of Allegiance
Mayor Farber led the Pledge of Allegiance to the Flag.

(Mr. Roberts requested the following presentation and Town Manager Comments be heard at the beginning of the meeting so he could depart the meeting.)

III. Proclamations and Special Presentations
4. Presentation of Award for Financial Reporting Achievement from the Government Finance Officers Association of the United States and Canada to Finance Director Terence O. Sullivan and of Certificate Designating Mr. Sullivan as a Certified Government Finance Officer
Town Manager Roberts presented Finance Director Sullivan with the Town's 14th Government Finance Officers Association Certificate of Conformance in Financial Reporting on behalf of the Town Finance Department. He also recognized Mr. Sullivan's achievement in becoming a Certified Governmental Finance Officer.

XVI. Town Manager Comments
1. Durante Park Dedication
Mr. Roberts reported Durante Park was nearing completion and dedication was scheduled for 3-17-95; Mr. Durante had requested that Mayor Farber "emcee" the event.

2. Schedule of March Meetings
Mr. Roberts reported March was a very busy month with the following meetings and events scheduled: Workshop and Special Meeting - 3-16; dedication of Durante Park - 3-17; Recreation Center Music-by-the-Bay Concert - 3-19; Planning and Zoning Board consideration of Longboat Key Public Tennis Center proposed site plan approval and special exception - 3-21; the Town Statutory Meeting and also bid opening for Quick Point Nature Preserve project - 3-22; Town Hall Meeting at Temple Beth Israel - 3-23; and the Goals and Objectives Meeting with community leaders and the Town Commission Special Workshop on Goals and Objectives - 3-30.

MEMORANDUM

DATE: 03-15-95

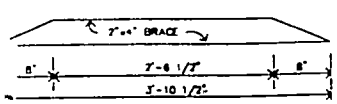
TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

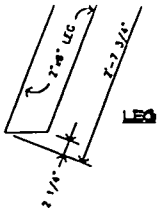
SUBJECT: DURANTE PARK ENTRY GATE

Attached is a copy of a portion of our Durante Park plan which shows the entry gate. The gate will be installed by Woodruff as part of their current contract. It was designed by Bill Maddox.

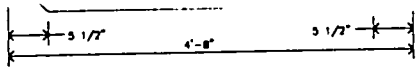
/cmg
cc (w/enc): Chief McCammon, Police Department



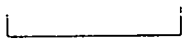
LEG BRACE



LEG



LEG BRACE



THE CHAIN LINK FENCE ENCLOSURE FOR THE EQUIPMENT AREA SHALL BE 4' IN HEIGHT W/ GATE AS SHOWN SEE SPECIFICATIONS FOR FENCE REQUIREMENTS.

EQUIPMENT AREA SCHEMATIC

NOT TO SCALE

NOTES:

ALL WOOD FOR PICNIC TABLE SHALL BE CERTIFIED PRESSURE TREATED PINE. WOOD WITH KNOTS THAT WEEP PITCH OR PRESERVATIVES SHALL NOT BE USED

ALL HARDWARE SHALL BE HOT DIPPED GALV STEEL.

ALL MEMBERS NOT BOLTED SHALL BE ASSEMBLED WITH GALV. STEEL SCREWS.

TABLE TOP PLANKS AND SEATS SHALL BE INSTALLED SO THAT THE GRAIN OF THE WOOD CUPS DOWNWARD.

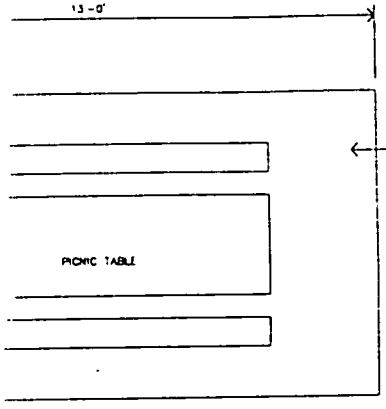
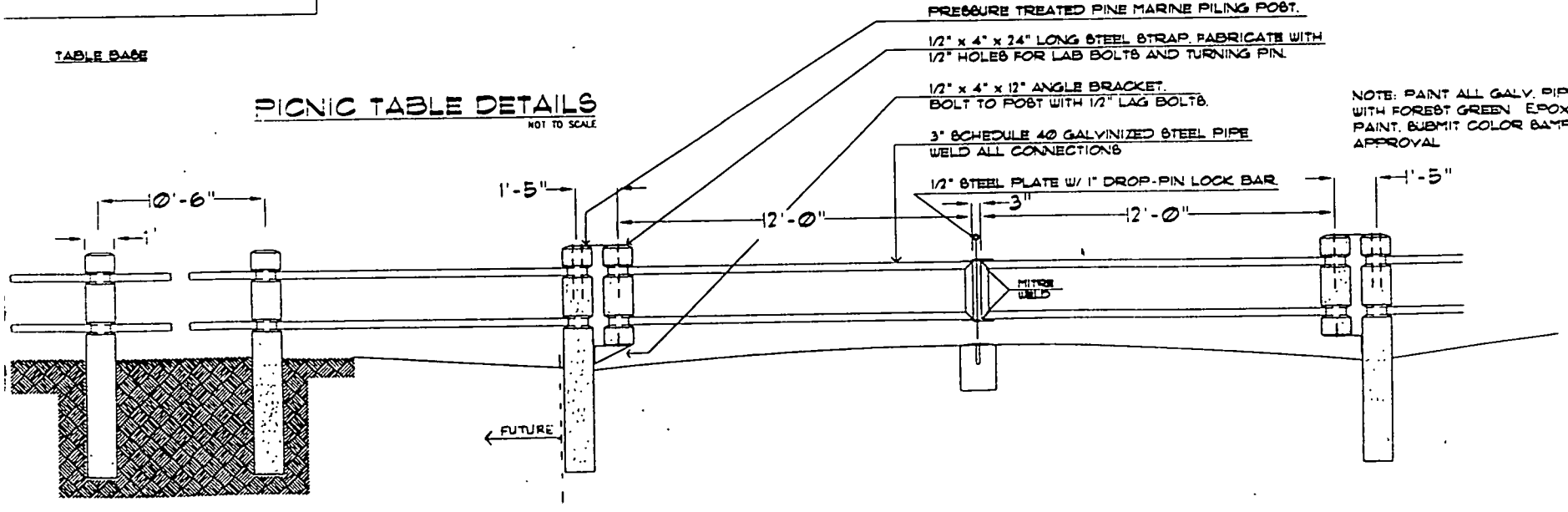


TABLE BASE

PICNIC TABLE DETAILS

NOT TO SCALE



FENCE POST DETAIL

FENCE RAIL DETAIL

NOT TO SCALE

ENTRY GATE DETAILS

NOT TO SCALE

facsimile
TRANSMITTAL

to: Len Smalley
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park
date: March 15, 1995
pages: 2, including cover sheet.

Len -

Please see attached letter sent to me today from Irrigation Design Associates. I will leave the matter in your hands.

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

Hard Copy to Follow _____yes __X__no

Irrigation Design Associates
Terry Fiddelke, President

March 14, 1995

Woodruff & Sons, Inc.
P.O. Box 10127
Bradenton, FL. 34282-0127
Attn: John Huffer

RE: The Durante Park -Project.

Dear John,

Please inform the City Of Longboat Key, that their Landscape crews have damaged Irrigation Main-Lines, Stub-ups, Valves and Wires, by carelessley driving over marked Main and Laterals. On Friday, March 3rd, they damaged a Six (6') section of Main, Filler Pipe, and Wires, after we notified them of the main location. By not notifying us in a timely manner, or even shutting off the Gate Valve at the Well, the main line and filler pipe became loaded with gravel.

Today their Crews broke a stub up and then informed my Crew Cheif, " to get used to it". We don't beleive that this attitude is appropriate or in the best interest of the Owner. All we ask is that the City Workers respect our work, as much as we respect theirs.

Our rates for this type of service work is Thirty Five ($35.00) dollars an hour, plus materials. Our invoice for this work will follow under a seperate cover.

Sincerely,

Terry A. Fiddelke
Irrigation Design Assoc,
Owner

CC: David W. Johnston Assoc., Inc
1487 Second Street Suite # E
Sarasota, FL. 34236

4411 CLARK ROAD • SARASOTA, FLORIDA 34233
PH: (813) 927-1279 • FAX: (813) 925-8987

708 S. Andrews Ave., Ft. Lauderdale, FL 33316 . PO Box 457 . Ft. Lauderdale, FL 33302-0457
Broward: (305) 764-1322 . FLA TOLL FREE: (800) 432-1959 . Fax Broward: (305) 764-1631
FLA TOLL FREE FAX (800) 226-1631
2002 North Lois Ave., Ste. 240, Tampa, FL 33607
(813) 879-0774 . Wats: (800) 226-2693 . Fax: (813) 871-2975
FLA TOLL FREE FAX (800) 226-1466

BUILDERS NOTICE CORP.
A vital tool to the construction industry.

3/09/95
214
WORK ORDER# 437102

TO: OWNER
**
TOWN OF LONGBOAT KEY
CITY ADMINISTRATOR
501 BAY ISLES RD
LONGBOAT KEY FL 34228

WARNING TO OWNER: Under FLORIDA LAW, your failure to make sure that we are paid may result in a LIEN AGAINST YOUR PROPERTY and your PAYING TWICE. To avoid a lien and paying twice, you MUST obtain a WRITTEN RELEASE from:
ARCHITECTURAL STEEL

Every time you pay your contractor.

NOTICE TO OWNER/PRELIMINARY NOTICE

THE UNDERSIGNED HEREBY INFORMS YOU THAT HE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS:
METAL ROOF

FOR THE IMPROVEMENT OF THE REAL PROPERTY IDENTIFIED AS:
JOAN M DURANTE COMMUNITY PARK
5560 GULF OF MEXICO DR LONGBOAT KEY
TAX ID # 79841.0000/3; PRCL OF LAND LYING AND BEING IN SECTION-25, TWN-35S, RGE-16E, OR 1001 PG 2103, *TR* MANATEE COUNTY FLORIDA RBS

UNDER AN ORDER GIVEN BY:
BILL HALFACRE CONSTR CO *SUB*

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes. This notice is also notice of intention to make claim against any statutory or common law bond. The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy. This notice is required by law to be sent as a preliminary measure and does not automatically indicate that there is any credit problem. This notice is not a lien, cloud, nor encumbrance upon title to your property; nor is it a matter of public record. If any information in this notice is believed by you to be in error, please advise us immediately. Request for Sworn Statement of Account must be addressed to:
ARCHITECTURAL STEEL CONSULTANTS INC
860 SOUTH BENEVA ROAD SARASOTA FLORIDA 34232

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay sub-contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full.

PROTECT YOURSELF

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Agriculture and Consumer Services, Division of Consumer Services.

ARC20T

BILL HALFACRE CONSTR CO *SUB*
JACK COX
1701 DESOTO RD
SARASOTA FL 34234

FIRM: ARCHITECTURAL STEEL
CONSULTANTS INC
860 SOUTH BENEVA ROAD
SARASOTA FLORIDA
34232

CERTIFIED MAIL # P-100-053-871
ST PAUL FIRE AND MARINE INS CO
U S TREASURY RATED
385 WASHINGTON ST
ST PAUL MN 55102

By: James A. Carmel
JAMES A. CARMEL, Agent

RONALD SMITH *AGENT*
124 E 8 ST
ROCHESTER IN 46975

RECEIVED
NOV 14 [illegible]
PUBLIC WORKS DEPT.

CERTIFIED MAIL # P-100-053-870
G/C WOODRUFF AND SONS CONSTRUCTION
P O BOX 10127
BRADENTON FL 34282-0127

MEMORANDUM

DATE: 03-09-95

TO: Town Commission

FROM: Griff Roberts, Town Manager

SUBJECT: Reschedule of Durante Park Dedication

This is to advise that following a visit to the park by Mayor Farber and me today, a decision has been made to reschedule the dedication to Friday, April 7, 1995, at 10:00 a.m.

Although the construction would be "substantially" complete by March 17th, it is felt that with the amount of work remaining to be completed there is not sufficient cushion in the event of rain or other unexpected delays.

Mr. Durante has been contacted and is in accord with the decision. The *Longboat Observer* has been asked to publish the date in next week's paper.

Hopefully your schedule will permit your attendance at this important event.

GHR/dhs

cc: Department Heads and Staff
David Persson, Town Attorney

RECEIVED
MAR 10 1995
PUBLIC WORKS DEPT.

MEMORANDUM

DATE: 03-06-95

TO: TOWN COMMISSION

FROM: GRIFF ROBERTS, TOWN MANAGER

SUBJECT: JOAN M. DURANTE COMMUNITY PARK DEDICATION

This is to advise that we have set a tentative date for the dedication of this park for Friday, March 17th, 1995 at 10:00 a.m.

In addition to yourselves, Mr. James Durante, benefactor, will be present as well as others including the general public. Mayor Bob Farber will be the emcee for this occasion.

GHR/dhs

cc: Mr. James P. Durante
David Persson, Town Attorney
Department Heads and Administrative Staff
Bill Maddox, Maddox & Associates



MADDOX
&
ASSOCIATES
ARCHITECTS

RECEIVED
FEB 28 1995
PUBLIC WORKS DEPT.

February 23, 1995

Mr. J. Jack Cox, Project Manager
Bill Halfacre, Inc.
1701 DeSoto Road
Sarasota, FL 34234

RE: Joan M. Durante Community Park

Dear Jack:

I have received your letter dated February 16, 1995 and have the following comments.

You indicate that the pavilion is built from "highly customized components that have proved to be difficult to obtain, from the standpoint of accessibility and delivery." I assume you knew when you submitted your bid what would be required to complete the project as indicated in the contract documents by the contract completion date. On December 6, 1994, the construction contract with Woodruff & Sons, Inc. was executed (including Alternate #A-1 regarding change from cypress to cedar). Assuming you were familiar with the long lead items, the ordering should have taken place immediately to avoid delays in delivery.

You also indicate that "numerous details on the plans have required changes in product, substitution of materials, and revisions due to conflicts not foreseen during the design process". After reviewing all sketches issued to date (SK-1 thru SK-23) none are changes due to conflicts in the pavilion with the exception of the H-10 Simpson connectors, the location of the west end of the ramp retaining wall, and the reduction in size of the upper level roof framing members. None of these conflicts would affect the construction process. All other sketches have been for clarification only. If, in your opinion, errors, inconsistencies or omissions existed, they should have been brought to the Architect's attention before commencing activities (see 3.2 of the General Conditions). This would have avoided potential delays in the construction time since corrections or clarifications would have been issued much earlier in the process.

CAF8.11

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

You make reference in your letter of several cases in point:

1) If a substitution for the 12x12 cedar columns was needed due to availability, it should have been requested during the bidding process. Since no substitution was requested, and a contract for construction was executed, we assumed you could meet the construction design requirements identified in the construction documents as well as the construction period. Almost one month passed after execution of the contract before this office knew about problems with availability. Had the material been ordered in a timely manner, the material would have been delivered during the month of February (according to your letter to Doug Owens in this office dated 12/29/94). Since prompt ordering of the 12x12 material would have fit the construction schedule, this office should not have considered a substitution (according to paragraph 3.03.B of specification section 01600). However, in an effort to cooperate with your office, we allowed the substitution to an 8x8 column with 2x12 sides.

   You are quite correct that this substitution in the columns affected other work. However, if you read 3.04.A.3 and 3.04.A.4 of specification section 01600, the responsibility for other changes, as well as additional costs resulting from those changes, is yours.

2) The stainless steel imbeds as designed would have worked with the 12x12 columns. Only because of your substitution did the stainless steel imbeds have to change.

3) You are correct that the Simpson H-10 was changed to Simpson H-2.5. This was the result of Mike pointing out the difficulty of making the H-10 work. This issue should have been raised earlier, as previously indicated, in order to avoid delays. At the very least, I would have expected you to raise the issue prior to ordering a product that you knew would not work.

4) "Revisions to the drawings" are addressed individually below. Again, these clarifications have been issued in response to your questions which should have been asked much earlier.

You indicated that I am "judging...unfairly". I believe that this office has the right (even the responsibility) to express our concern about the timely completion of the project when (based on the Contractor's construction schedule regarding framing the pavilion) the project appears to be 5 weeks behind schedule.

Attached to your February 16, 1995 letter was a two page letter dated February 15, 1995 identifying additional costs related to ASI #5. An itemized response follows:

SK-1 Redesign embed
This sketch was issued with ASI #2 (not ASI#5) issued on 12/28/94. This sketch was issued as a clarification, not a change. No objections were raised when issued. Request for an additional $400 is not accepted.

SK-6 Bench Detail (supports)
4x6 bench supports and bolts were shown on original documents. SK-6 & SK-7 were issued as a clarification, not a change. Request for an additional $1,492 is not accepted.

SK-14 Extension of benches does not represent an increase in cost since the bench length is now 10' rather than 9'. One foot of lumber would have been wasted at 9'. The extension made installation easier by anchoring to existing floor beams in 4 locations. Request for an additional $270 is not accepted.

SK-19 Truss #1 Detail (splice) 2/A.3
Issued as a clarification. Contractor knew a splice would be required because 42' lumber is not available. Splicing the bottom chords as indicated on SK-19 will make erection easier. Request for an additional $241 is not accepted.

SK-19 Truss #2 Detail
Issued as clarification of "concealed fasteners" indicated on 3/A-3 on original documents. Request for an additional $1,222 is not accepted.

SK-20 Upper Level Roof Framing - 5/A.3
4/A-1 indicates 2x6 roof rafters. 5/A-3 indicates 4x8 hip rafters. SK-20 was issued to make 5/A-3 consistent with 4/A-1 and represents a downsizing in lumber which should have resulted in a credit. Request for an additional $700 dollars is not accepted.

SK-20 Framing Ledger Detail 1/SK-20
The additional 2x6 ledger is a justified additional cost, however, credit for H-10 Simpson connectors previously specified has not been indicated. No additional cost for labor is justified since it takes just as long to install the Simpson connectors as it does a ledger (probably more time). An additional cost of something less than $204 will be considered when credit of Simpson connectors has been indicated.

There are no provisions in the contract or in the unit prices for you to charge additional costs for an Estimator and Supervisor.

As I have indicated, the responsibility for substitutions and the resulting redesign that may be necessary are the Contractor's. I do not wish to take the time to prepare backcharges to Halfacre

Construction Company for our costs in considering your requests for substitutions (costs which *are* allowed according to 3.04.A.3.a in specification section 01600). Therefore, it is my desire to put a halt to the letter writing and finger pointing and get on with finishing the project.

You have my assurance, as I indicated in my letter to you dated February 22, 1995, that we stand ready to assist in any way we can. I trust that you also can focus on completing the pavilion and lay to rest the issues raised in the recent correspondence.

We have been assured by John Huffer and you that the project will be completed by the dedication date.

Please let me know if you have any questions.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

xc: John Huffer
Len Smalley

BILL HALFACRE
construction company

RECEIVED
FEB 21 1995
PUBLIC WORKS DEPT.

February 16, 1995

Mr. William Maddox
c/o Mr. John Huffer
Woodruff & Sons, Inc.
P.O. Box 10127
Bradenton, FL 34282-0127

RE: Durante Park

Dear Mr. Maddox:

I am in receipt of your letter of February 14, 1995. In response to your concern to the progress of the project, requests for drawing clarifications and changes in methods/materials, I would like to make the following comments.

This project (pavilion) is comprised of a structure built from highly customized components that have proved to be difficult to obtain, from the standpoint of accessibility and delivery. Furthermore, there have been numerous details on the plans that have required changes in product, substitution of materials, and revisions due to conflicts not foreseen during the design process. These factors make a normal project difficult, let alone one with a short construction window, such as this has. Our conversations and discussions over the past six weeks are evidence of this.

Case(s) in point -

1) 12" x 12" timbers originally called for were changed to 8" x 8" w/2" x 12" fins due to availability. (See letter of 12/29/94 - attached). This decision took approximately two (2) weeks to make and although we proceeded with the change, a revised detail was not generated until 2/1/95. This not only affects the lumber, but also connectors, i.e. stainless steel/galvanized bolt dimensions change to accommodate the new detail. Results - delays in reordering.

2) S/S Anchor Imbeds - In the midst of fabrication, the imbed was revised to work in the given dimension of the concrete footing and, also, accommodate the new post dimension. Result - delay in reordering and fabrication.

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FAX 813/355-6563

3) Hurricane Tie Clips - Originally specified as Simpson H-10, ordered/shipped/received, then changed to H-2.5 to comply with details, as drawn, and esthetics. Result - delay in reordering.

4) Several revisions to drawings (received by fax 2/6/95) changing/adding dimensional lumber and connectors. One of these components is discontinued and hasn't been available for three (3) years, according to the manufacturer. Result - delay in reordering.

I could go on.....

Most of these changes/revisions should have been made and/or completed during the design phase, not after award of contract.

Bill, you are judging us, and Woodruff and Sons unfairly. We at Bill Halfacre, Inc., along with our subcontractors and suppliers have been and are working diligently to maintain a progressive schedule and meet the committed dedication date. To this end, we look for your cooperation and patience as I am sure I will be contacting you with further questions relating to the project.

I have also enclosed a summary of costs relating to your supplemental letter #5. Should you have any questions regarding this or other matters, please feel free to contact me or Mike.

Sincerely,

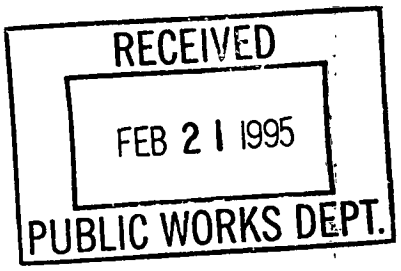
BILL HALFACRE, INC.

J. Jack Cox
PROJECT MANAGER

OFFICE: 351-6521
DIGITAL PAGER: 252-3255 - JACK
252-3513 - MIKE

JJC:MR/lp

BILL HALFACRE
construction company



February 15, 1995

Mr. John Huffer
Woodruff & Sons, Inc.
P.O. Box 10127
Bradenton, FL 34282-0127

RE: Durante Park

Request for change order as follows:

Revisions/Adds from Architect's supplemental letter #5

		Labor	Material
SK-1	Redesign embed		$400
SK-6	Bench Detail (supports)		
	(4) - 4 x 6/10' WRC @ 6.25/L.F.		$250
	(4) - 2 x 10/14' S.Y.P. P.T. @ 2.65 L.F.		$149
	(32) - 3/8" x 6" s/s Hx. Blts. w/1 N & 2 W @ 6.30/ea.		$202
	(16) - 3/8" x 8" s/s Hx. Blts. w/1 N & 2 W @ 7.25/ea.		$116
	Misc. s/s fasteners		$25
	Labor - 14 hrs. @ 25/hr	$350	
		$350	$1,142

SK-10 No net change
SK-11 No net change
SK-14 Bench detail (extension)

(4) - 2 x 6/10' WRC A 3.85/L.F.		$154
(4) - 2 x 4/10' WRC @ 2.90/L.F.		$116
		$270

SK-15 No net change
SK-16 No net change
SK-17 No net change
SK-18 No net change

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FAX 813/355-6563

SK-19 Truss #1 Detail (splice) 2/A.3		
(5) - 3/4 x 9" Galv. Bolt w/ 1 N & 2 W @ 3.75/ea.		$19
(10) - 4" split rings @ 7.20/ea		$72
Labor - 6 hrs. @ $25/hr.	$150	
	$150	$91
SK-19 Truss #2 Detail		
(4) - 3/16" Galv. Buckets @ $63/ea.		$252
(1) - Teco installation tool for below @ $535		$535
(24) - 2 5/8" Teco #258 shear conn. @ 5.70/ea.		$138
(10) - 3/4 x 9" Galv. Hex w/1N & 2 W @ 7.15/ea.		$72
Labor - 9 Hrs. @ $25/hr.	$225	
	$225	$997
SK-20 Upper Level Roof Framing - 5/A.3		
(8) - 3 x 6 x 14' WRC @ 6.25 L.F.		$700
		$700
1/SK-20 Framing Ledger Detail		
(4) - 2 x 6/12' WRC @ 4.25/L.F.		$204
Labor - 11 Hrs. @ $25/hr.	$275	
	$275	$204
Estimator - 6 hr. @ $35/hr. Includes burden	$210	
Supv. - 2 hr. @ $30/hr. Includes burden	$60	
	$270	
	$1,270	$3,404

TOTAL LABOR	$1,270
TOTAL MATERIALS	$3,404
	$4,674
O.H. & P. @ 15%	$701
TOTAL ADJUSTMENT	$5,375

Thank you,

J. Jack Cox
PROJECT MANAGER

BILL HALFACRE
construction company

RECEIVED
FEB 21 1995
PUBLIC WORKS DEPT.

December 29, 1994

Mr. D. Owens
Maddux & Associates, Architects
1266 First Street, Suite 9
Sarasota, FL 34236

RE: Durante Park Pavilion

Dear Mr. Owens,

Pursuant to our conversation of Wednesday, December 28, 1994. I am requesting a change of material on drawings.

In accepting the alternate, all material specified as Southern Cypress will be Western Red Cedar. As drawn, you have detailed the main columns for the Pavilion to be 12" x 12" solid Cypress Timbers. These now change to Cedar.

This item poses a problem as to it's availability. In checking with several suppliers around the state, I've been advised that the lead time for this material is 60 - 90 days, which puts us well past the proposed completion date of the project. The second consideration is the structural value of Western Red Cedar in this application. As we discussed, it would be advisable to have your structural engineer review this.

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In the interest of expediting this phase of the project, I would like to substitute a 10" x 10" pressure treated s.y.p. timber with a dimensional (1" x 12") cedar wrap. This would be readily available (1 - 2 weeks) and would certainly meet or exceed performance standards of the solid cypress or cedar timber.

Please advise as to whether this substitution is acceptable.

I appreciate your consideration in this matter.

Sincerely,

BILL HALFACRE, INC.

J. Jack Cox
PROJECT MANAGER

cc: John Huffer - Woodruff & Sons

JJC/lp

MADDOX & ASSOCIATES

ARCHITECTS

RECEIVED
FEB 16 1995
PUBLIC WORKS DEPT.

February 14, 1995

Mr. J. Jack Cox, Project Manager
Bill Halfacre, Inc.
1701 DeSoto Road
Sarasota, FL 34234

RE: Joan M. Durante Community Park

Dear Jack:

Today, I received a phone message from Mike regarding the availability (or lack thereof) of stainless steel bolts for the pavilion structure. This request prompts me to voice my concern about the requests being made for substitute products or methods on this project. From my point of view, it does not appear that this project is receiving the necessary attention to study the drawings and specifications and to order materials in sufficient time to meet the project schedule. This places undue pressure on this office to accept substitutes that are not necessary. Sufficient time has been available for materials to be ordered well in advance of the time they were needed.

According to the project schedule submitted by Woodruff & Sons (which I assume you have committed to) the pavilion should have been completely framed and ready for roof, shutters and railings by February 13, 1995. At this time, the building has not even come out of the ground.

I want to remind you that on, or about, March 15, 1995 (approximately 1 month away) the Town of Longboat Key will be conducting the dedication of the park with considerable press coverage not to mention out-of-town guests of the benefactor. There would be considerable embarrassment for all involved if the project is not substantially complete by that date. I have had two calls in recent days from the benefactor informing me that no work was taking place on the site. I would not look forward to explaining to him why the project was not complete by the dedication date.

I believe this office has been prompt to respond to any requests for information you have made and stands ready to assist in any way we can, however, we cannot compromise the design intent

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

on this project.

Please devote your attention to this project so that we (and the Town) can be pleased with the finished product.

Regarding the stainless steel bolts, I am sure that somewhere in this Country someone has the product and there are several overnight delivery companies who would be glad to assist you in meeting the schedule.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

xc: John Huffer
Len Smalley

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Owner [X]
Architect [ ]
Contractor [ ]
Field [ ]
Other [ ]

PROJECT: (name, address) Joan M. Durante Community Park, Longboat Key, FL

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO.: 7

OWNER: Town of Longboat Key

DATE OF ISSUANCE: 03/02/95

TO: (contractor) Woodruff and Sons, Inc., P.O. Box 10127, Bradenton, FL 33507

ARCHITECT: Maddox & Associates Architects, P.A., 1266 First Street Suite 9, Sarasota, FL 34236

CONTRACT FOR: General

ARCHITECT'S PROJECT 93012.02

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

Description:

1. Per meeting on 2/23/95, corner columns shall have galv. column cap anchored to column with 2-3/4" Galv. thru bolts. Same bolts will be used to anchor 2x10 and 3x12 beams to column. On adjacent face of column use 2-1" Galv. thru bolts to anchor 2x10 and 3x12 beams to column (reference details 6/A4 & 7/A4).

2. Per meeting on 2/23/95, hip rafters on upper level roof may be 4x8 as indicated on drawings rather than 3x6 as indicated in ASI #5 (SK-20).

RECEIVED
MAR - 6 [illegible]
PUBLIC WORKS DEPT.

Attachments:

ISSUED BY:
William E. Maddox
(Architect)

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Owner [X]
Architect [ ]
Contractor [ ]
Field [ ]
Other [ ]

PROJECT: (name, address) Joan M. Durante Community Park, Longboat Key, FL

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO.: 6

OWNER: Town of Longboat Key

DATE OF ISSUANCE: 02/17/95

TO: (contractor) Woodruff and Sons, Inc., P.O. Box 10127, Bradenton, FL 33507

ARCHITECT: Maddox & Associates Architects, P.A., 1266 First Street Suite 9, Sarasota, FL 34236

CONTRACT FOR: General

ARCHITECT'S PROJECT 93012.02

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

Description:

1. Revise entrance drive to meet FDOT permit requirements per attached sketches SK-21 & SK-22.
2. Revise landscaping at entrance to accomodate changes in drive per attached sketch SK-23.

RECEIVED
FEB 23 1995
PUBLIC WORKS DEPT.

Attachments:

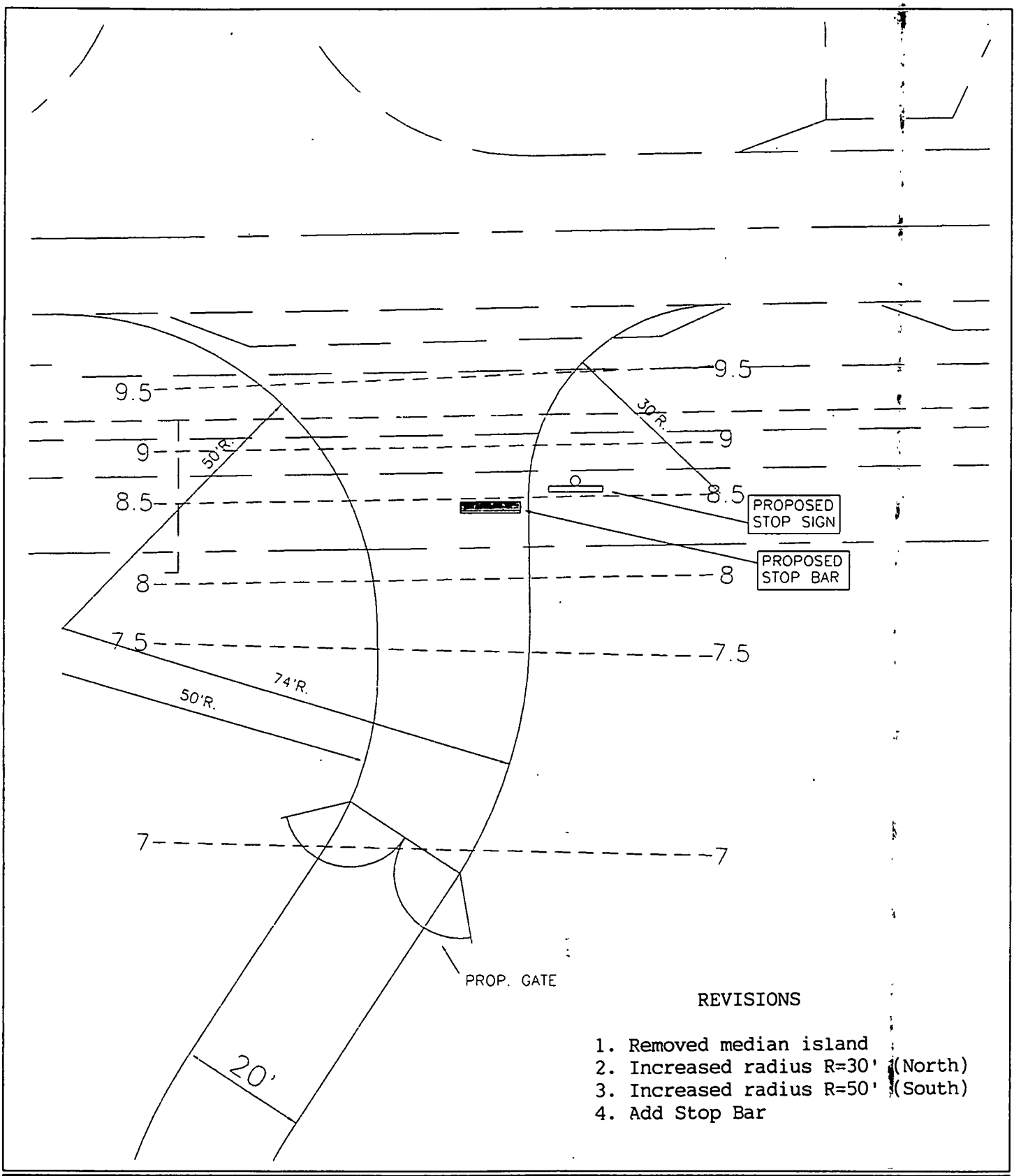
SK-21, SK-22 & SK-23

ISSUED BY:

William E. Maddox

(Architect)

F:\DATA\DWGDATA\TLBK\PARK\CA\SK-21 2-17-95 4:09:59 pm EST



REVISIONS

1. Removed median island
2. Increased radius R=30' (North)
3. Increased radius R=50' (South)
4. Add Stop Bar

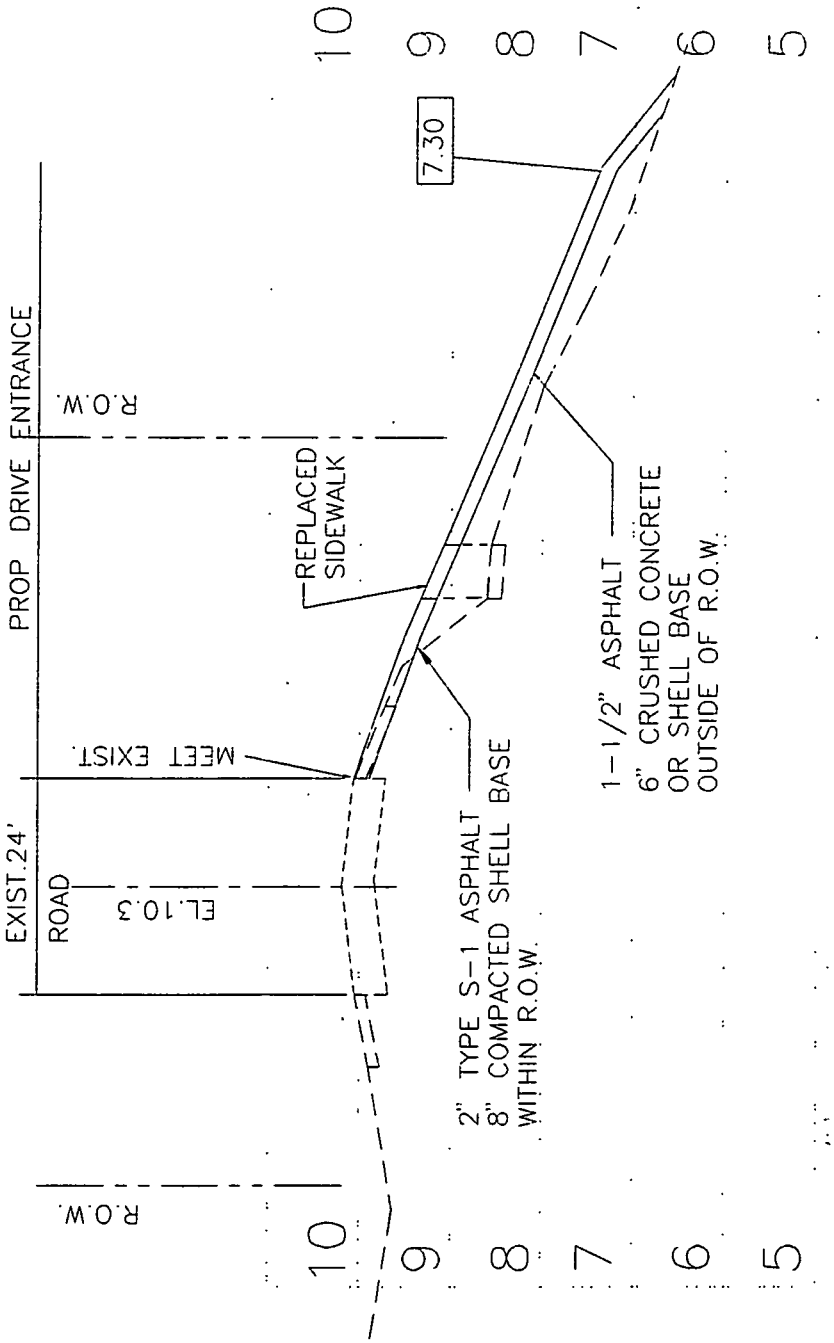
MADDOX & ASSOCIATES
ARCHITECTS

REVISED DRIVE

PROJECT NO.	9302.07
DATE:	2/17/95
DRAWN BY:	WBH
CHECKED BY:	WEM
SCALE:	1"=20'
SHEET NO.	SK-21

NO. • DATE • REVISION

F:\DATA\DWGDATA\TLBK\PARK\CA\SK-22 2-17-95 4:25:45 pm EST



PROFILE

REVISIONS

1. Base was 6" crushed concrete or shell on R/W
2. Remove median island
3. Asphalt was 1-1/2" on R/W

MADDOX & ASSOCIATES
ARCHITECTS

REVISED DRIVE

PROJECT NO.	93012.02
DATE:	2/17/95
DRAWN BY:	WBH
CHECKED BY:	WEM
SCALE:	
SHEET NO.	

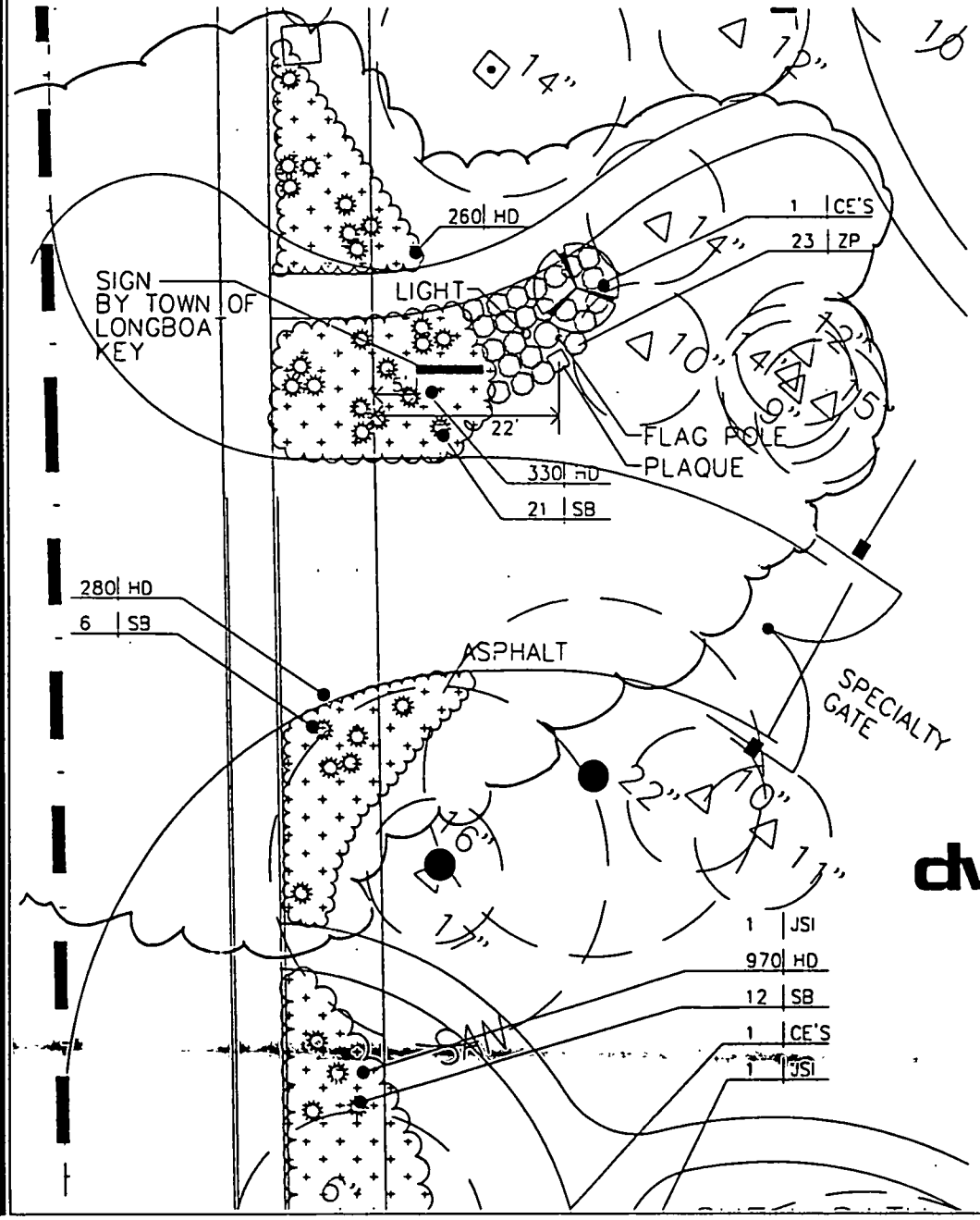
SK-22

NO. · DATE · REVISION

NOTE. PLANT QUANTITIES ARE THE SAME AS BASE BID.
IRRIGATION IS TO BE FIELD ADJUSTED TO MATCH NEW BED LAYOUT. QUANTITIES OF DRIP TUBE ARE TO BE THE SAME AS BASE BID.

DURANTE PARK REVISED ENTRANCE PLANTING

FEB. 13, 1995
SCALE 1" = 20'



dwja
LANDSCAPE ARCHITECTS

DAVID W. JOHNSTON ASSOCIATES
1487 SECOND STREET, SUITE E
SARASOTA, FLORIDA 34236

MADDOX & ASSOCIATES ARCHITECTS

REVISED LANDSCAPING

PROJECT NO. 93-0102
DATE 2/17/95
DRAWN BY PS
CHECKED BY WEM
SCALE 1"=20'
SHEET NO.
SK-23

NO. DATE REVISION

F:\DATA\DWGDATA\TLBK\PARK\CA\SK-23 2-17-95 4:28:15 pm EST

STEVE - See Me ASAP

dwja
LANDSCAPE ARCHITECTS

RECEIVED
FEB - 9 1995
PUBLIC WORKS DEPT.

Lon - what's with these change orders?
1) we don't have $ for the contractor to install.
2) access gate required by T.C.
3) delete irrigation zones?
Please advise Dan.

February 2, 1995

Mr. Bill Maddox
Maddox & Associates, P.A.
1266 1st Street
Sarasota, Florida 34236

Re: Durante Park #9437
Buffer Planting

Dear Bill,

Per my field meeting with Steve Shields today, we would like to have the following break down issued to the contractor for complete pricing.

1. Change 471 Scaveola plumleri to Scaveola frutescens 24"x24" spr. 3 gal.

2. Provide buffer planting for the following described material. (Note plantings in the buffer remain in basically the same areas as shown on the plan with sizes and some quantities reduced.

89	Conocarpus erectus - Green Buttonwood 3'x3' 7 gallon min.
146	Myrica cerifera - S. Wax Myrtle 24"x18" spr. 3 gallon.
48	Sabal palmetto - Sabal Palm 12'-24'.
30	Quercus virginiana - Live Oak 10'x4'spr 2" cal 30 gallon.
324	Scaevola frutescens 24"x24" spr. 3 gallon
170CY	Mulch - Installed from on site (for buffer)
1 LS	Establishment maintenance in buffer area. 90 days upon final acceptance.

3. Delete irrigation zones I and J. Provide wires and stub for future connection.

4. Install irrigation zones 0 and N.

5. Delete specialty gate for nursery access shown on the south property line.

Please let me know if you have any questions. Irrigation work is in progress so it is urgent that we get this resolved with the contractor and the Town rather quickly.

Sincerely,

Phillip J. Smith

Phillip J. Smith, ASLA
RLA 1096
PJS/dr

DAVID W. JOHNSTON ASSOCIATES, LANDSCAPE ARCHITECTS
1487 SECOND STREET, SUITE E SARASOTA, FL 34236 PHONE [illegible]

facsimile
TRANSMITTAL

to: Mr. Daniel Gaffney
fax #: 383-9353
re: Durante Park
date: February 3, 1995
pages: 2, including cover sheet.

Dan -

Do I have your authorization to request the attached information from Woodruff & Sons?

Please let me know as soon as possible since some of the affected work is underway.

Thanks

From the desk of:

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-
Fax: (813) 9

Sarasota County

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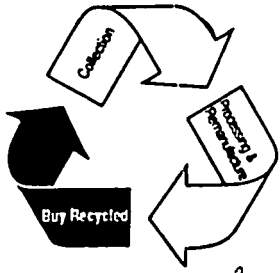


Green Business Expo '94

Bill Maddox 2/23

11:45

(1) plaque is going from inside to outside. Because it affects the SP he sent info to DAN. He does not know further. He is faxing what he sent to Dan.

— doing it now - end of day fri.

(2) He will meet w/ Woodruff at site this P.M. Will find out when elec going in + advise. He said 'when' doesn't matter for flagpole because the power for the flagpole

Zellerbach
A Mead Company

Printed on Recycled Paper.... of Course!

(over)

is coming off of the
well pump station, i.e.
power going from Box
to Pump station to flagpole.

maddox call
plan to move
plaque? from
inside to outside? yes
has durante approved
& where is
going to?
effects S.P.
dont know
it sent to
Dan.
send copy
of plan

well see
Woodruff

power flagpole is coming
off of well-pump station

Continue as if no pole. Kiwanis ship Flagpole in has Park been put on Hold indefinitely at this time. By K's TM.

facsimile
TRANSMITTAL

to:	Mr. Len Smalley
co:	Town of Longboat Key
fax #:	387-7016
re:	Durante Park
date:	February 23, 1995
pages:	2, including cover sheet.

Len -

Carmen asked that I send you a copy of the revised plaque location at the pavilion. As I indicated to her, I sent the attached sketch to Dan since the revision affected the site plan as approved by the Town.

I have had no contact with Mr. Durante about the revised location.

If you have any questions, please call.

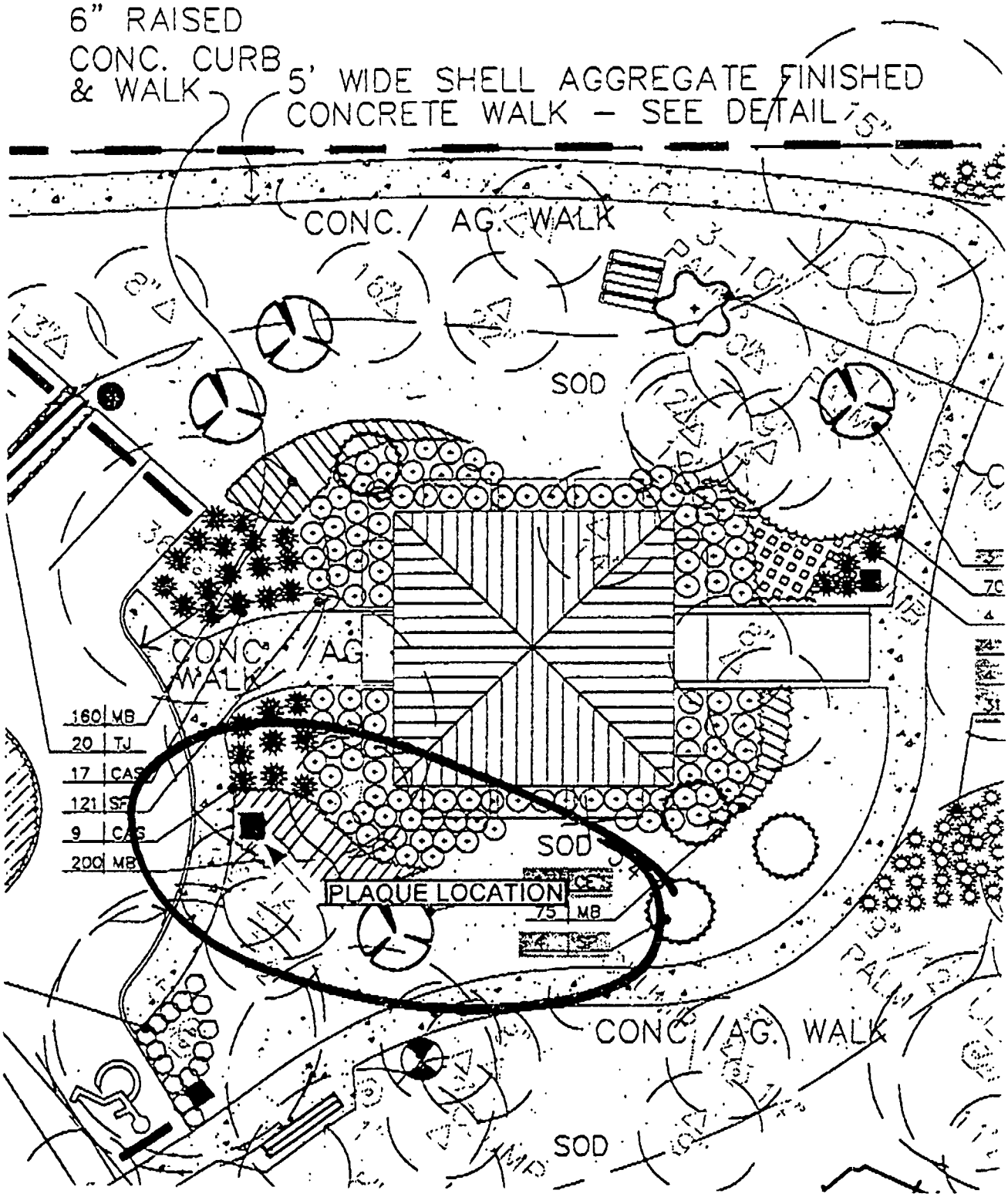
When are you running ele. into park Hand hole is ready. The Flag pole may need service not approved 100% yet when ~~you~~ they must contact Woodruff

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

Hard copy to follow ____yes X no



MADDOX & ASSOCIATES
ARCHITECTS

PLAQUE "A" LOCATION

PROJECT NO.	9500.02
DATE	2/1/95
DRAWN BY	WEM
CHECKED BY	WEM
SCALE	1"=20'
SHEET NO.	SK-12

NO. · DATE · REVISION

ISSUED W/ ASI 4

RECEIVED
FEB 22 1995
PUBLIC WORKS DEPT

facsimile
TRANSMITTAL

to: Mr. Frank McArdle
fax #: 383-7231
re: Kiwanis flagpole & plaque at Durante Park
date: February 13, 1995
pages: 4, including cover sheet.

Frank -

Please find the attached information provided by the contractor.

Let me know how the Kiwanis Club wants to proceed. I know the price is much higher than you expected.

Thanks.

Len Steve memo

Civic grove

WHERE ?????????

Call MADDOX HAS Durant

Movement

+ Plank has consulted

Len Griff memo

obstacles in work zone procedure for handling.

cg Call Barry + schedule + Jim Moser - to go see this week.

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

SS

Ler flag pole -
call Skip
bill maddox
also elec. change order

memo To giff
complet. date
for park

Steve
maddox
Woodruff

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

FAX COVER LETTER

DATE: Feb. 6, 1995

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Bill Maddox

FIRM: Maddox & Assoc.

CITY: Sarasota

FAX #: 955-7360

FROM:

NAME: John Huffer

TELEPHONE NO.: (813) 756-1871

FAX NO.: (813) 755-1379

TOTAL NUMBER OF PAGES INCLUDING COVER PAGE 1.

IF YOU DO NOT RECEIVE ALL THE PAGES, OR IF THEY ARE NOT LEGIBLE, PLEASE CALL.

COMMENTS: RE: Durante Park

Cost breakdown for Bronze Plaque & Concrete Base

Cost of Plaque w/ Tax & overhead	$400.00
Cost to Precast Concrete Base	$350.00
Transport, Install base & Plaque	$290.00
Total	$1,040.00

WOODRUFF & SONS, Inc.

Post Office Box 10127
BRADENTON, FL 34282-0127
Phone (813) 756-1871

February 10, 1995

Mr. Bill Maddox
Maddox & Associates Architects, P.A.
1266 First Street, Suite 9
Sarasota, FL 34236

Re: Joan M. Durante Park
Proposal Request No. 2

Dear Mr. Maddox:

PROPOSAL

1. Cost information to supply and install a 40' flag pole:

Flag pole (natural anodized finish)		$2,409.77
15% Overhead		361.47
Installation		550.50
	Total	$3,321.74

2. Cost information to install Owner's 40' flag pole:

Installation only	Total	$ 668.00

3. Cost information to supply and install Bronzelite light (Model GMA-6250-MH-SP) for flag pole:

(1) Bronzelite, including power feed		$1,820.00
15% Overhead		273.00
	Total	$2,093.00

total 6,082.74

Sincerely,

John O. Huffer
Woodruff & Sons, Inc.

JOH/jml

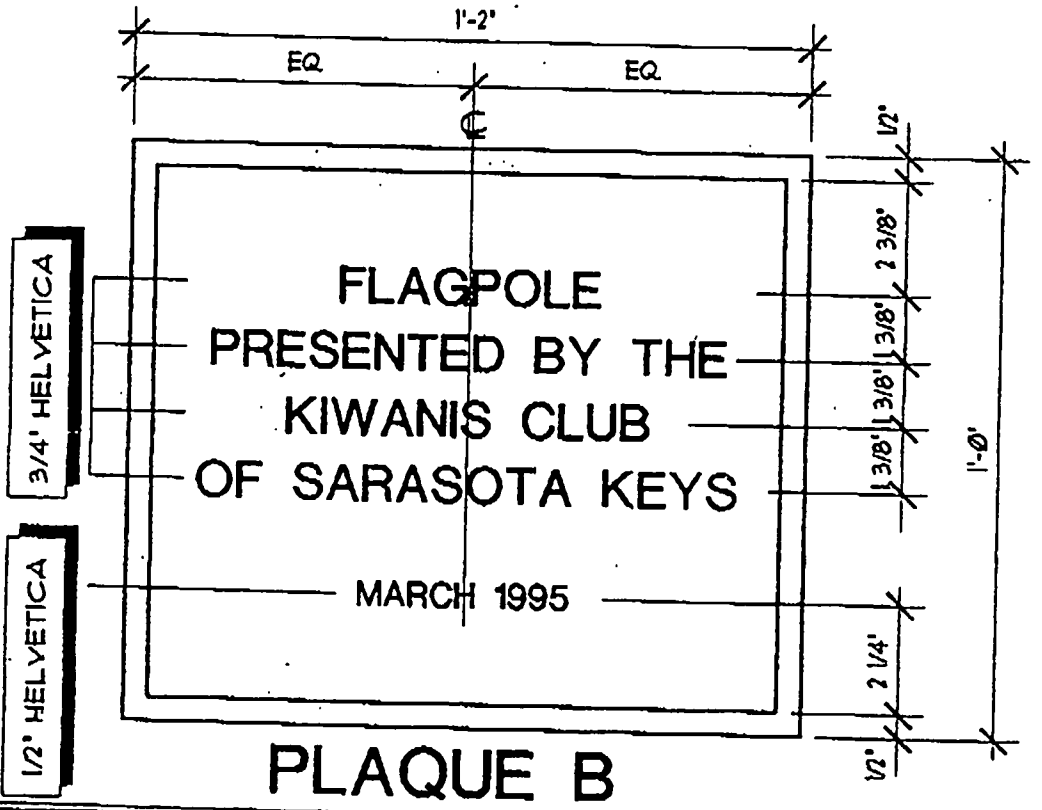
Approved by Roy J. Woodruff
Roy J. Woodruff - President

Joan Durante
2/21/95

F:\DATA\DWGDATA\TLBK\PARK\CA\SK9 2-6-95 2:25:44 pm EST



PLAQUE A



PLAQUE B

MADDOX & ASSOCIATES ARCHITECTS

PLAQUES

PROJECT NO.	[illegible]
DATE	[illegible]
DRAWN BY	[illegible]
CHECKED BY	[illegible]
SCALE	[illegible]
SHEET NO.	SK-9

NO. • DATE • REVISION

STEVE —
DO WE NEED
A PERMANENT
SIGN?

facsimile
TRANSMITTAL

to: Mr. Len Smalley
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park
date: February 24, 1995
pages: 2, including cover sheet.

Len -

This is to remind you that the sign at the entrance to the Park is "by owner". The location is indicated on sketch SK-23 attached to ASI #6.

If you have any questions, please call.

Thanks

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

PF3.30

Hard copy to follow ____yes__X__no

STEVE

facsimile
TRANSMITTAL

to: Mr. Len Smalley
co: Town of Longboat Key
fax #: 387-7016
re: Durante Park
date: February 24, 1995
pages: 2, including cover sheet.

Len -

Based on my conversation with Carmen, it is my understanding that the flagpole and related plaque will not be installed at this time. Since these items will not be installed, it will not be necessary to install the lighting.

Please note that the power for the lighting was to be pulled from the well pump station location. This can be accomplished at any time in the future should the flagpole and plaque be installed.

If you have any questions, please call.

Thanks

From the desk of...

William E. Maddox, AIA
Principal Architect
Maddox & Associates Architects, P.A.
1266 First Street - Suite 9
Sarasota, FL 34236

(813) 955-7358
Fax: (813) 955-7360

PF3.29

Hard copy to follow ____yes__X__no

XIV. New Business

1. Consideration of Request for Waiver of Special Exception Fees for Longboat Island Chapel for Special Exception Application to Permit the Chapel to Operate a Youth Program at the Unoccupied Single-Family Residence Located on the Chapel's Property at 6140 Gulf of Mexico Drive

It was moved by Metz, seconded by Gotthainer, to waive Special Exception Fees for the Longboat Island Chapel's property at 6140 GMD.

Mrs. Fernald, representative of the Longboat Island Chapel, reported there were 135 students above the sixth grade that attended fifteen different schools and it was difficult for them to become acquainted with each other. She stated this house, the Green House, would be used for after school activities. She reported they had paid for the survey requested by Planning, Zoning and Building Department and asked that the fees associated with the special exception application ($737.49) be waived.

Commissioner Drohlich asked how the participants would be supervised. She responded there would be supervision at all times; the Chapel would provide a Director of Youth and another staff person. Further, she said the Green House would be in operation weekdays from 3 P.M. to 6 P.M.; occasional dances on weekends would be held at the Town's Bayfront Park Recreation Center.

Motion carried unanimously.

2. Discussion of Bridge Issue (Longboat Key to Mainland)

Commissioner Green reported he had requested this item be placed on the agenda because he felt a more formalized amount of information was needed. He suggested a new traffic study be conducted because a determination based on the traffic study done about four years ago resulted in there being no need for a bridge across the Bay to the mainland; if definitive information regarding condemnation and related costs were brought to light, the study would solve the problem. Commissioner Drohlich stated it may not be environmentally possible to place a bridge across the Bay because of the wetlands and recreational area; it would require an entire change in the infrastructure of Longboat Key by expanding the width of GMD to four lanes, a change in the sewer system and setback requirements. At Commissioner Drohlich's suggestion, the Commission agreed that the Town take no action at this time but wait until the charrette was underway; Commissioner Drohlich and Mr. Roberts, as Town representatives, would keep the Commission informed of the progress of the charrette (to commence in April).

XV. Town Attorney Comments

XVI. Town Manager Comments

1. Report on Joan M. Durante Portrait Placement

Mayor Farber reported that Mr. Durante agreed to have the portrait of his late wife, Joan M. Durante, encased in a plexiglass frame,

with lighting, on the wall on the north side of the lobby just outside the Town Commission Chambers; the Town seal presently in that location would be placed above the doorway. Commissioner Drohlich suggested the wording on the plaque be informative so others in the future would be aware of its history and Mr. Durante's generosity. Mayor Farber suggested Commissioner Drohlich and the Town Manager prepare the proper wording. Mayor Farber further commented that Durante Park would be beautiful when completed.

2. Report on Upcoming Gulf of Mexico Drive Resurfacing Project

Mrs. Arends stated that when the plans for GMD were formalized, Town Manager Roberts had indicated an advance notification program for residents would be handled administratively, such as in newsletters. She said Mr. Roberts also suggested the Commission may wish to consider this as one of the lead discussion items for the Town Hall meeting on 3-23-95. The Commission agreed.

Vice-Mayor Patterson stated his concern that the repaving of GMD would not be completed within the 90-day period expected; he requested that Barry Wilson, Town Consultant, report at the 2-16-95 Workshop.

XVII. Town Commission Comments

1. Discussion of Transfer to Town of SR 789/GMD

Mayor Farber stated when Town Commissioners discussed various issues, such as the possible takeover of GMD and some ideas on how it would be paid for, residents became concerned. He suggested the Town Manager prepare a chronology so residents would be made aware of the facts of this matter. Commissioner Green commented it would be very difficult for the Town Manager to report each Commissioner's opinion as they varied considerably. Commissioner Drohlich stated if the Town Commission could not explore proposals, they would not be doing their jobs.

Vice-Mayor Patterson stated the Commission did "link arms" and made the condition that it must be a mutually acceptable solution. He said he would not vote for a project of this magnitude without a referendum. Commissioner Sagman stated the Town had jumped into this very quickly and she was concerned with having to explain it at various upcoming meetings.

Commissioner Drohlich stated this could be further discussed at a Workshop. Commissioner Sagman responded Res. 95-02 was discussed at the 1-19 Workshop and was then voted on at the Special Meeting following so that Commissioner Drohlich could take it to the Metropolitan Planning Organization meeting. Commissioner Drohlich stated the reason the transfer was originally considered was because the Town was informed that SR 789 did not meet the qualifications for State roads. **There was consensus that the item be discussed at the 3-30-95 Town Goals and Objectives Workshop.** Commissioner Green stated he could not believe FDOT would turn the road over to the Town as the cities to the north strongly objected to it.

file (Klemente)

TOWN OF LONGBOAT KEY

Incorporated November 14, 1955

Public Works
600 GENERAL HARRIS
LONGBOAT KEY, FL. 34228

Fax: (813) 387-7016
Phone: (813) 383-3721

FAX MESSAGE COVER

DATE: 2/24

TO: John Huffer

FAX #

NUMBER OF PAGES INCLUDING COVER: 3

SENT BY: Len Smally

MESSAGE/COMMENT: F.Y.I. - Although check shows a P.O. Box - check will be mailed to Mike Kennedy at 1851 Whitfield - call Carmen if question.

PLEASE CALL IF YOU DO NOT RECEIVE ALL FAXED PAGES (813) 383-3721

062302 TOWN OF LONGBOAT KEY • 501 BAY ISLES ROAD • LONGBOAT KEY, FLORIDA 34228-3196

description	po#	invoice	inv amount
JST. ACCT. #72277/UNDERGROUND SERVICE/DURANTE PARK		102721	713.00

062302 10952 24 FEB 95 713.00

WARNING: This check is protected by microprinting in the column lines, an artificial watermark on the reverse side, and invisible fibers detectable under UV light.

NationsBank
Nationsbank of Florida, N.A.
Longboat Key, Florida

062302 63-27/631

TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA
34228-3196

CHECK DATE	CHECK NO.
24 FEB 95	062302

AMOUNT
$713.00

PAY
**********EXACTLY**$713**DOLLARS*AND**00*CENTS***
THE
RDER
OF

FLORIDA POWER & LIGHT CO
P O BOX 1119
SARASOTA, FL 34230

VOID AFTER 60 DAYS

"062302" :063100277: 1500000198"

FEB-24-1995 10:39 FROM TOWN HALL LONGBOAT KEY TO PUBLIC WORKS P.01

TOTAL P.01

REMIT TO: FLORIDA POWER & LIGHT
[redacted]
1851 WHITFIELD AV
SARASOTA FL 34243
ATTN: MIKE KENNEDY

TOWN OF LONGBOAT KEY
ATTN: MR. LEONARD SMALLEY
501 BAY ISLES ROAD
LONGBOAT KEY FL 34228

CUSTOMER ID---> 72277
INVOICE NO----> 102721
INVOICE DATE--> 02/16/95
PAST DUE AFTER 03/18/95
AMOUNT DUE--> 713.00

EASE DETACH AND MAIL THIS PORTION WITH YOUR PAYMENT

FLORIDA POWER & LIGHT COMPANY INVOICE

TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY FL 34228

CUSTOMER ID---> 72277
INVOICE NO----> 102721
INVOICE DATE--> 02/16/95
PAST DUE AFTER 03/18/95
AMOUNT DUE--> 713.00

URRENT CHARGES AND CREDITS
(090Z-BS-527)THIS CUSTOMER CHARGE IS FOR
INSTALLING U/G SERVICE TO A HANDHOLE.

DESCRIPTION	REFERENCE NBR		AMOUNT
0 CUST CONTRIB - BURIED SVC	527-BS-090Z	N	713.00
60 GULF OF MEXICO DR. (DURANTE PARK)			

TOTAL AMOUNT DUE $713.00

Off 2

FEB 22 1995
PUBLIC WORKS DEPT

92

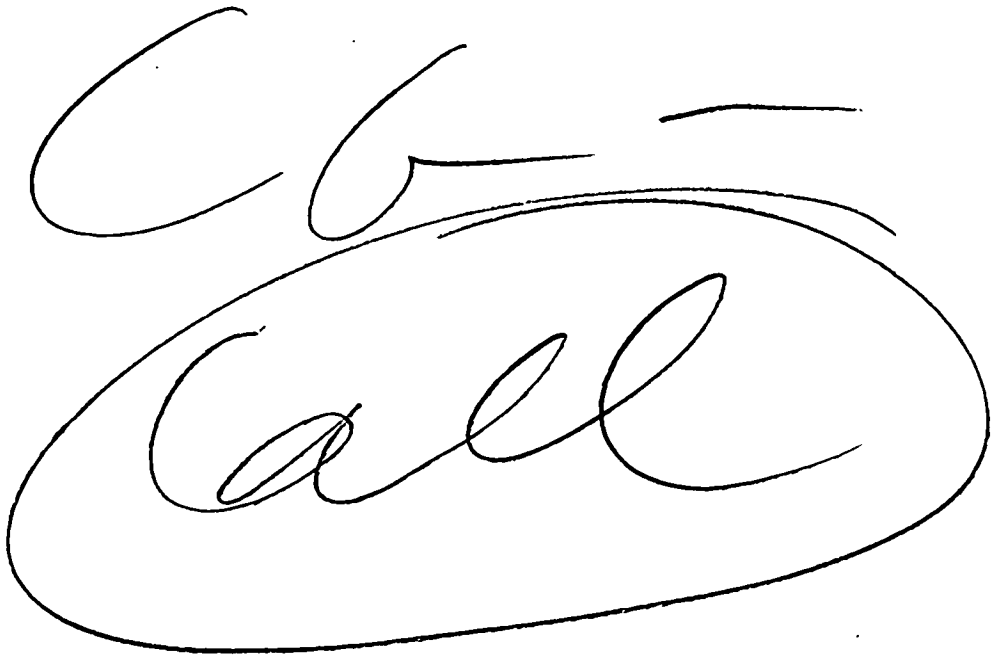
INQUIRIES CALL: MIKE KENNEDY AT 813-739-3284

TO: LEN
FROM: DONNA.S
SUBJECT: DURANTE PARK CONSTRUCTION/DEDICATION

DATE: 09 MAR 1995
TIME: 05:16 PM

PLEASE NOTIFY WOODRUFF (per TM) THAT THE DEDICATION DATE HAS BEEN POSTPONED TO APRIL 7, 1995 10 AM TO ALLOW FOR UNFORESEEN DELAYS. YOU WILL RECEIVE A MEMO ON THIS. THANKS.

3/10/95
1:38 ✓



TO Len / Steve

TIME 7:55 DATE 3/1

WHILE YOU WERE OUT

M Donna S.

OF TM

PHONE ( ) Ref. Durante Sign

MESSAGE putting sign on hold: it's not necessary for dedication on 3/17. He wants to consider the signs

OPERATOR:

☐ URGENT! ☐ Telephoned
☐ Returned your call ☐ Called to see you
☐ Please call ☐ Wants to see you
☐ Will call again ☐ You'll know

23-024—400 SETS 23-027—200 SETS

TOWN OF LONGBOAT KEY REQUISITION

____PO
X REQUEST TO PAY ($500 or less; attach invoice)
____QUOTATION ONLY
____FORMAL BID (attach specs)
____INCREASE PO

ACCOUNT #: 615 . 7500 . 572 . 6101 $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____

DELIVER TO: _____

FINANCE USE:

Vend #_____
Inv #_____
Desc:_____
_____
_____
_____
_____
_____
Net $_____
Pay Date _____
Price Ckd_____
FINANCE APPROVAL:
_____
DATE_____

QTY	DESCRIPTION	UNIT $	TOTAL $
	PRINTS + BINDING FOR DURANTE PARK PLANS		
	AS PER ATTACHED INVOICE		9.80

DEPT. APPROVAL _____ **DATE** 3/7/95 **TOTAL $** 9.80

****

SPECIAL INSTRUCTIONS: _____attached enclosure, send with check
_____give check to_____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: BLue LINE INC quote:_____
address: 301 CENTRAL AVE, SARASOTA 34236
phone:_____ fax:_____

vendor:_____ quote:_____
address:_____
phone:_____ fax:_____

vendor:_____ quote:_____
address:_____
phone:_____ fax:_____

BLUE LINE INC.
Since 1964

- Office Supplies
- Xerox, Blue Printing
- Drafting Equipment
- Graphic Camera
- Surveying Equipment

(813) 366-5300
301 CENTRAL AVENUE · SARASOTA, FLORIDA 34236

INVOICE

10021906

SALESPERSON	DATE OF INVOICE
SPARKY BAXLEY	01/31/95

615.7500.572.6101

TO:
TOWN OF LONGBOAT KEY
FINANCE DEPARTMENT
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

SHIP TO
TOWN OF LONGBOAT KEY
FINANCE DEPARTMENT
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

JOB	ORDER DATE	CUSTOMER P.O. NO.	SALES ORDER NO.	SHIPPING INSTRUCTIONS
DURANTE PARK	01/31/95	~~D HAGER~~		PICKUP/DELIVER ORIG

QTY	U/M	PART #	DESCRIPTION	PRICE	DISC	AMOUNT
15	EACH	131290	24*36 BLUELINE PRINTS	0.60	0%	9.00
3	EACH	131010	BLUE PRINT BINDING	0.10	0%	0.30
1	EACH	131030	BLUE PRINT SETUP CHARGE	0.50	0%	0.50

starting 4/17 sometime

week of 3/20 when new
picked up by Bill Halfacres @ fc.
2-3 weeks
Ticket # 179440

TERMS:
Net 30 Days

FREIGHT	0.00
TAX	0.00
TOTAL DUE	$9.80

needed additional prints of pavilion
Len is this Reimbursable to pay expense
OK → NO
do you know what it's for? I don't know

M E M O R A N D U M

DATE: 03-02-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: DURANTE PARK STATUS

On Wednesday, March 1, 1995, Steve, Roy and I met with Bill Maddox, Phil Smith (Landscape Architect) and John Huffer of Woodruff to determine the schedule for completion of the park.

The building and grounds will be substantially complete by Friday, March 17, 1995.

Grounds:
Woodruff and their subs will clean-up, plant and mulch all of their work areas. Town forces will trim existing palms, clean-up and grade areas adjacent to Woodruff's work areas.

Building:
The specialized shutters are unobtainable by March 17th. In fact, they cannot be obtained during Woodruff's contract period. Maddox is considering a change. Not having the shutters will not affect the dedication, according to Maddox.

Plaque:
The plaque which is to be outside the building will not be available by March 17th. The manufacturer will send an identical bronze colored replica which will be installed for the dedication.

Buffer:
There are several areas of the 20' buffer which we would like to get planted. Originally the buffer was bid at $85,000. The Town did not accept this alternate, opting to transplant from other sites. The in-kind amount was about $15,000 for Public Works crews to do the work. Subsequently it was learned that there were no plants available for the buffer.

Maddox proposes a change order of (+/-) $16,000 to plant critical areas of the buffer. If funds are available I recommend approval. With your approval these areas may be planted by March 17th.

Flagpole:
This installation is on hold.

/cmg

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

September 14, 1994

Via Fax: 739-3297

Florida Power and Light
Attention: Mike Kennedy
P.O. Box 149
Bradenton, Fl. 34206-0149

Dear Mike:

The Town of Longboat Key requests that Florida Power and Light install a meter for garage bay #600-K at 600 General Harris Street for the purpose of providing power to the ATV room. Charges are to be billed to the Town at 501 Bay Isles Road, Longboat Key, Florida, 34228. A copy of the Town's Tax Exemption Certificate is enclosed.

Thank you for your cooperation.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cmg
cc: Bill Dobra, Town Electrician
Finance Department

Power.
Durante

February 27, 1995

Via Fax: 739-3297

Florida Power and Light
Attention: Mike Kennedy
P.O. Box 149
Bradenton, Fl 34206-0149

per Steve 2/28

5550

Dear Mike:

The Town of Longboat Key requests that Florida Power and Light install a meter at Durante Park, ~~5540~~ Gulf of Mexico Drive. Charges are to be billed to the Town at 501 Bay Isles Road, Longboat Key, Florida, 34228. A copy of the Town's Tax Exemption Certificate is enclosed.

Thank you for your cooperation.

Sincerely,

Leonard A. Smally, P.E.
Director of Public Works

/cmg
cc: Bill Dobra, Town Electrician
Finance Department

TO: CARMEN DATE: 27 FEB 1995
FROM: BILL TIME: 09:03 AM
SUBJECT: DURANT PARK POWER FOR IRRIGATION SYSTEM

I made my inspection on the power pole for Durant park and will be calling FPL to release the power (actually I have tried to get through to them for the last 2 days but no one will answer the phone there). I presume the bill for the power will be in the name of the Town of Longboat. Based upon that assumption you (or someone) will have to notify FPL that the Town will be assuming responsibility for the power used at this sight

Bill 8-).

-5540

2/28 DAW - FYI

MEMORANDUM

DATE: 02-24-95

TO: Len Smally, Director of Public Works

THRU: Roy Wamsley, Utilities/Streets Superintendent

FROM: Steve Fulwood, SSW - Streets Department

SUBJECT: Durante Park - Trees in 20' Buffer

To advise - tree removal within 20' buffer.
Behind 701 Gulf Bay Road - Pepper trees cut down - not by Streets Dept. - behind address going from east to west for approximately 100' and also on east end of lot approximately 50' going from north to south. Told by Steve Schield to go ahead and clean-up and chip dead limbs because near to dedication site.

Behind 644 St. Judes Drive - Pepper trees cut down - not by Streets Dept.. Starting approximately 50' west of property in empty lot going east behind address for approximately 50'. Limbs are presently piled up on Park property.

/cmg

TOWN OF LONGBOAT KEY REQUISITION

____ PO
X REQUEST TO PAY ($500 or less; attach invoice)
____ QUOTATION ONLY
____ FORMAL BID (attach specs)
____ INCREASE PO

ACCOUNT #: 615 . 7500 . 572 . 6101 $_____
#: ____ . ____ . ____ . ____ $_____
#: ____ . ____ . ____ . ____ $_____
#: ____ . ____ . ____ . ____ $_____
#: ____ . ____ . ____ . ____ $_____

DELIVER TO: _____

FINANCE USE:	QTY	DESCRIPTION	UNIT $	TOTAL $
Vend #		Port-o-Let Services per attached		
Inv #		(Durante Park)		201.63
Desc:				
Net $				
Pay Date				
Price Ckd				
FINANCE APPROVAL:				
DATE				

DEPT. APPROVAL _____ DATE 2/15/95 TOTAL $ 201.63

****

SPECIAL INSTRUCTIONS: ____ attached enclosure, send with check
____ give check to _____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: Port-o-Let Waste Management quote: _____
address: Of Manatee & Sarasota County
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

INVOICE

FROM:

W/M OF MANATEE COUNTY
6120 21ST ST E
BRADENTON FL 34203-5005

ACCOUNT NUMBER
380380 PO 0271459
INVOICE NUMBER
786-146490
DATE
02/09/95

TO:

TOWN OF LONGBOAT KEY
501 BAY ISLES BLVD
LONGBOAT KEY FL 34228

BILLING INQUIRIES: 813/753-7591

SERVICE INQUIRIES: 813/753-7591

C

DATE	REFERENCE NUMBER	QUANTITY	DESCRIPTION	AMOUNT
01/09			PREVIOUS BALANCE	132.65
			BALANCE FORWARD	132.65
			TOWN OF LONGBOAT KEY 5540 GULF OF MEXICO DR LONGBOAT KEY FL 34228	
			TWICE PER WEEK PORT-O-LET SERVICE FEBRUARY 95	67.00
			TOTAL CURRENT CHARGES PAYMENT DUE UPON RECEIPT.	67.00
			LATE CHARGE ASSESSED	1.98
			TOTAL AMOUNT NOW DUE	201.63

YOUR ACCOUNT IS CURRENTLY 60 DAYS PAST DUE. PLEASE REMIT PAYMENT IMMEDIATELY.

EFFECTIVE IMMEDIATELY THERE WILL BE A 1% PER MONTH CHARGE ON UNPAID BALANCES OVER 30 DAYS OLD.

TO INSURE PROPER CREDIT RETURN REMITTANCE STUB WITH PAYMENT.
SEND ALL CORRESPONDENCE TO OUR ADDRESS LISTED ABOVE.

PLEASE RETURN THIS PORTION WITH PAYMENT - DO NOT STAPLE OR PAPER CLIP

INVOICE DATE: 02/09/95

C

CURRENT CHARGES: 67.00

TOTAL DUE: 201.63

PO W/M OF MANATEE COUNTY
6120 21ST ST E
BRADENTON FL 34203-5005

ACCOUNT NUMBER	AMOUNT PAID
380380 PO 0271459	$.
INVOICE NUMBER	**CHECK NUMBER**
786-146490	

TOWN OF LONGBOAT KEY
501 BAY ISLES BLVD
LONGBOAT KEY FL 34228

2 801 B IP01
PORT-O-LET - WASTE MANAGEMENT
OF MANATEE AND SARASOTA COUNTY
PO BOX 105468
ATLANTA GA 30348-5468

111000938

380380027145914649000000067000000000000000000201633803936>

printed on recycled paper

2/1 STEVE - See Me

Davis, Persson, Smith & Darnell

Attorneys and Counselors At Law
A Partnership of Professional Associations
2033 Main Street, Suite 406
Sarasota, Florida 34237
(813) 365-4950

David D. Davis*
David P. Persson°
Kevin P. Smith
Robert W. Darnell
Barbara B. Levin
Barry R. Lewis, Jr.

* Also licensed to practice in Illinois
° Qualified in Administrative and Governmental Law under the Florida Designation Plan
Also licensed to practice in Louisiana and Massachusetts

Robert P. Rosin
Of Counsel
Telecopier
(813) 365-3259

January 30, 1995

Len - enclosed is the complete list of properties encroaching into Durante & the Tennis Center. For Steve to complete in lieu of sending letters Dan.

Mr. Daniel N. Gaffney
Director, Planning, Zoning
& Building Department
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

Re: Notice re: Encroachments

Dear Dan:

Pursuant to your request, enclosed is a form letter for placing parties on notice of encroachment onto Durante Park. Should you have any questions, comments, observations, or suggested changes to the language, please let me know.

Sincerely,

David P. Persson

DPP:awg149
Enclosure

RECEIVED
FEB - 1 1995
PUBLIC WORKS DEPT.

PROPOSAL REQUEST

Owner [X]
Architect [ ]
Contractor [ ]
Field [ ]
Other [ ]

RECEIVED
FEB 16 1995
PUBLIC WORKS DEPT.

PROJECT: (name, address) Joan M. Durante Community Park
Longboat Key, FL

PROPOSAL REQUEST NO.: 4

OWNER: Town of Longboat Key

DATE OF ISSUANCE: 02/13/95

TO: (contractor) Woodruff and Sons, Inc.
P.O. Box 10127
Bradenton, FL 33507

ARCHITECT: Maddox & Associates Architects, P.A..
1266 First Street Suite 9
Sarasota, FL 34236

CONTRACT FOR: General

ARCHITECT'S PROJECT NO: 93012.02

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. Provide cost information to include the following buffer planting material. (Note plantings in the buffer remain in basically the same areas as shown on the plan with sizes and some quantities reduced):

    89 Conocarpus erectus - Green Buttonwood 3'x3' 7 gallon min.
    146 Myrica cerifera - S. Wax Myrtle 24"x18" spr. 3 gallon.
    48 Sabal palmetto - Sabal Palm 12'-24'.
    30 Quercus virginiana - Live Oak 10'x4' spr 2" cal 30 gallon.
    324 Scaevola frutescens 24"x24" spr. 3 gallon.
    170 CY Mulch - Installed from on site (for buffer).
    1 LS Establishment maintenance in buffer area. 90 days upon final acceptance.

2. Provide cost information to delete irrigation zones I and J. Provide wires and stub for future connection.

3. Provide cost information to install irrigation zones O and N.

4. Provide cost information to delete specialty gate for nursery access shown on the south property line.

Attachments:

REQUESTED BY:

William E. Maddox
(Signature)

William E. Maddox, AIA Project Architect
(Printed name and title)

WARNING TO OWNER: UNDER FLORIDA CONSTRUCTION LAW, CHAPTER 713, YOUR FAILURE TO MAKE SURE THAT THE UNDERSIGNED LIENOR IS PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM THE LIENOR EVERY TIME YOU PAY YOUR CONTRACTOR.

FEBRUARY 10, 1995

NOTICE TO OWNER

P940764314
P940764314

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR, and SURETY, if applicable (FLORIDA STATUTES 713.06 713.23 and 255.05) whichever is applicable to this job

(GENERAL CONTRACTOR)
BILL HALFACRE INC
1701 DESOTO RD
SARASOTA FL 34234

TOWN OF LONG BOAT KEY
501 BAY ISLES RD
LONGBOAT KEY FL 34228

Please be informed that the undersigned is furnishing, or has furnished the following described materials, labor, and/or services:
GENERAL BUILDING MATERIALS
for the improvement of real property described as:
5560 GULF OF MEXICO DRIVE, LONGBOAT KEY, FLORIDA, "DURANTE COMMUNITY PARK", A PORTION OF LAND LYING IN SEC 25 TWP 35S RGE 16E, MANATEE COUNTY, FLORIDA.

under an order given by: BILL HALFACRE INC

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. IN THE EVENT THAT THE CONTRACT FOR IMPROVEMENTS IS BONDED, PURSUANT TO SECTION 713.23, FLORIDA STATUTES, SECTION 255.05, FLORIDA STATUTES, TITLE 40 U.S.C. SECTION 270, OR ANY OTHER FORM OF BOND, THE UNDERSIGNED INTENDS TO LOOK TO THAT BOND FOR PROTECTION AND PAYMENT. THE UNDERSIGNED REQUESTS A COPY OF THE PAYMENT BOND AND A COPY OF ANY DIRECT CONTRACTS PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT AND AGREES TO PAY REASONABLE COPY COSTS FOR SUCH COPY.
THIS NOTICE IS NOT A LIEN, CLOUD NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY. NOR IS IT A MATTER OF PUBLIC RECORD.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This Claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF: RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Professional Regulation.

COPIES TO:

P940764314
(OWNER)
TOWN OF LONG BOAT KEY
501 BAY ISLES RD
LONGBOAT KEY FL 34228

(ORDERER)
BILL HALFACRE INC
1701 DESOTO RD
SARASOTA FL 34234

Any demand made pursuant to Section 713.16(2) or Section 713.16(4), Florida Statutes, Must be directed to the attention of the representative at the address of the Lienor shown below.

By: **WILLIAM D. MEEKER, JR. / NACM SERVICES CORP. (813) 289 8894**
P O BOX 21798 TAMPA FL 33622
Authorized Agent for: (Lienor)
HUGHES SUPPLY INC
ATTN: LYNN HARRY
PO BOX 2273
ORLANDO FL 32802
(REF # : 5729-01)

RECEIVED
FEB 15 1995
ATTORNEYS DEPT

RECEIVED
FEB 14 1995
TOWN MANAGER OFFICE

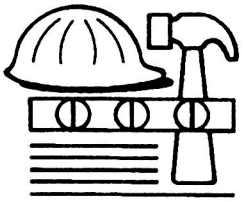
ATTN: BONDING COMPANY

IN THE EVENT THAT THE CONTRACT FOR IMPROVEMENT IS BONDED, EITHER PURSUANT TO SECTION 713.23 OR 255.05 FLORIDA STATUTES, OR BY COMMON LAW, THE UNDERSIGNED INTENDS TO LOOK TO THAT BOND FOR PAYMENT. HOWEVER, A COPY IS NOT NEEDED AT THIS TIME. YOU WILL BE CONTACTED IF A COPY IS NEEDED IN THE FUTURE.

HUGHES SUPPLY

NACM SERVICES CORP.

P.O. BOX 21798 • TAMPA, FLORIDA 33622
813/289-3816 • 800/329-6226 • FAX# 813/289-4261



WHAT IS A *NOTICE TO OWNER*?

YOU HAVE JUST RECEIVED A NOTICE TO OWNER FROM NACM SERVICES CORPORATION. PERHAPS YOU ARE ASKING THESE QUESTIONS.....WHAT IS A NOTICE TO OWNER, AND WHY WAS I SENT THIS DOCUMENT? THOSE ARE BOTH GOOD QUESTIONS. THIS SHORT SUMMARY WILL ATTEMPT TO ANSWER THEM.

FLORIDA LAW REQUIRES THAT ANYONE WHO SUPPLIES LABOR, SERVICES OR MATERIAL TO YOUR CONTRACTOR ON YOUR CONSTRUCTION JOB MUST SEND YOU A NOTICE TO OWNER. THE NOTICE TO OWNER IS NOT A LIEN ON YOUR PROPERTY. IT DOES NOT MEAN THAT YOUR CONTRACTOR HAS FAILED TO PAY THE COMPANY WHO HAS GIVEN THIS NOTICE. IT MERELY INFORMS YOU THAT THE COMPANY IDENTIFIED IN THE NOTICE TO OWNER IS ON YOUR JOB AND GIVES YOU A GENERAL DESCRIPTION OF THE TYPE OF MATERIALS THEY ARE SUPPLYING OR THE TYPE OF WORK THAT THEY WILL BE PERFORMING.

BEFORE PAYING YOUR CONTRACTOR, YOU MUST MAKE SURE THAT THE PERSON WHO HAS GIVEN THIS NOTICE TO OWNER HAS BEEN PAID BY THE CONTRACTOR. YOU DO THIS BY GETTING A LIEN WAIVER FROM THE PERSON IDENTIFIED IN THE NOTICE TO OWNER (LIENOR'S NAME AND ADDRESS).

IF YOU HAVE A CONSTRUCTION LENDER AND THE LENDER IS PAYING THE CONTRACTOR DIRECTLY, THE LENDER IS RESPONSIBLE FOR GETTING THE NECESSARY LIEN WAIVERS. YOU MAY WISH TO CHECK WITH YOUR LENDER TO VERIFY THAT THEY WILL BE MANAGING THESE DOCUMENTS IN CONNECTION WITH EACH PAYMENT TO THE CONTRACTOR.

THIS IS A VERY GENERAL DESCRIPTION OF THE OWNER'S OBLIGATIONS UNDER THE CONSTRUCTION LIEN LAW. IF YOU ARE IN DOUBT AS TO YOUR RIGHTS OR DUTIES UNDER THE LIEN LAW, YOU SHOULD CONSULT AN ATTORNEY.

HUGHES SUPPLY INC
ATTN: LYNN HARRY
PO BOX 2273
ORLANDO FL 32802

CERTIFIED

P940764314

MAIL

TAMPA FEB 13'95 FLA

U S POSTAGE ≈ 2.52 ≈

0027556

RETURN RECEIPT REQUESTED

2-14-95

TOWN OF LONG BOAT KEY
501 BAY ISLES RD
LONGBOAT KEY FL 34228

2/7 - CC: STEVE/ROY
see me about schedule

MADDOX
&
ASSOCIATES

ARCHITECTS

FEB - 7 1995
PUBLIC WORKS DEPT.

February 2, 1995

Mr. Daniel Gaffney
Planning, Zoning & Building Director
Town of Longboat Key
610 General Harris Street
Longboat Key, FL 34228

RE: Joan M. Durante Community Park

Dear Dan:

I have received a letter from Dr. John Morrill dated January 23, 1995 regarding the clearing of exotics from an isolated portion of uplands near the north east corner of the site.

Based on his evaluation of the situation, I would agree that the clearing of this small portion of the property could wait until Phase 3 as long as the work can be done without any large equipment. As you know, the Welcome Pavilion will block access to the east portion of the site for anything other than a pickup truck size vehicle.

It is clear that permitting will be required to access the isolated portion of the site. We would anticipate obtaining this permit along with the other Phase 3 permits.

If this meets with your approval, please notify the appropriate staff personnel.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm
xc: Griff Roberts
Len Smalley
Steve Shields

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

2-14

Len - have you seen Steve/Roy on this yet?

Yes

FLATBED

ACTION

READING SERVICE BODIES



813-572-6319 1-800-330-1229 FAX 813-572-4918



Ed. Kelley

383-3140

1-203-246-8573

551 Gulf Bay Rd.

1. Approved SP ?
2. BED PLAN ?
3. FIELD changes ?

DISTRIBUTORS FOR:

Reading Utility Bodies
Adrian Van Interiors
Liftmoore Cranes

Thieman Liftgate
Tommy Gate
Action Flatbeds

Dump Bodies
Ramsey Winches
Van Bodies

MasterCard VISA

THE FOLLOWING ITEMS ILLUSTRATED AS [illegible]
NOT TO BE INCLUDED IN THE BID FOR THIS PHASE.

PLANT MATERIAL SCREENED AT THE LABEL

SOD AT THE REAR OF THE PAVILION

SPECIALTY FENCE ON GOLF OF MEXICO DRIVE NOT INCLUDING THE SPECIALTY GATE WHICH IS IN THIS PHASE

CONCRETE SHELL AGGREGATE WALKWAY AT REAR OF WELCOME CENTER AS INDICATED.

2 BENCHES

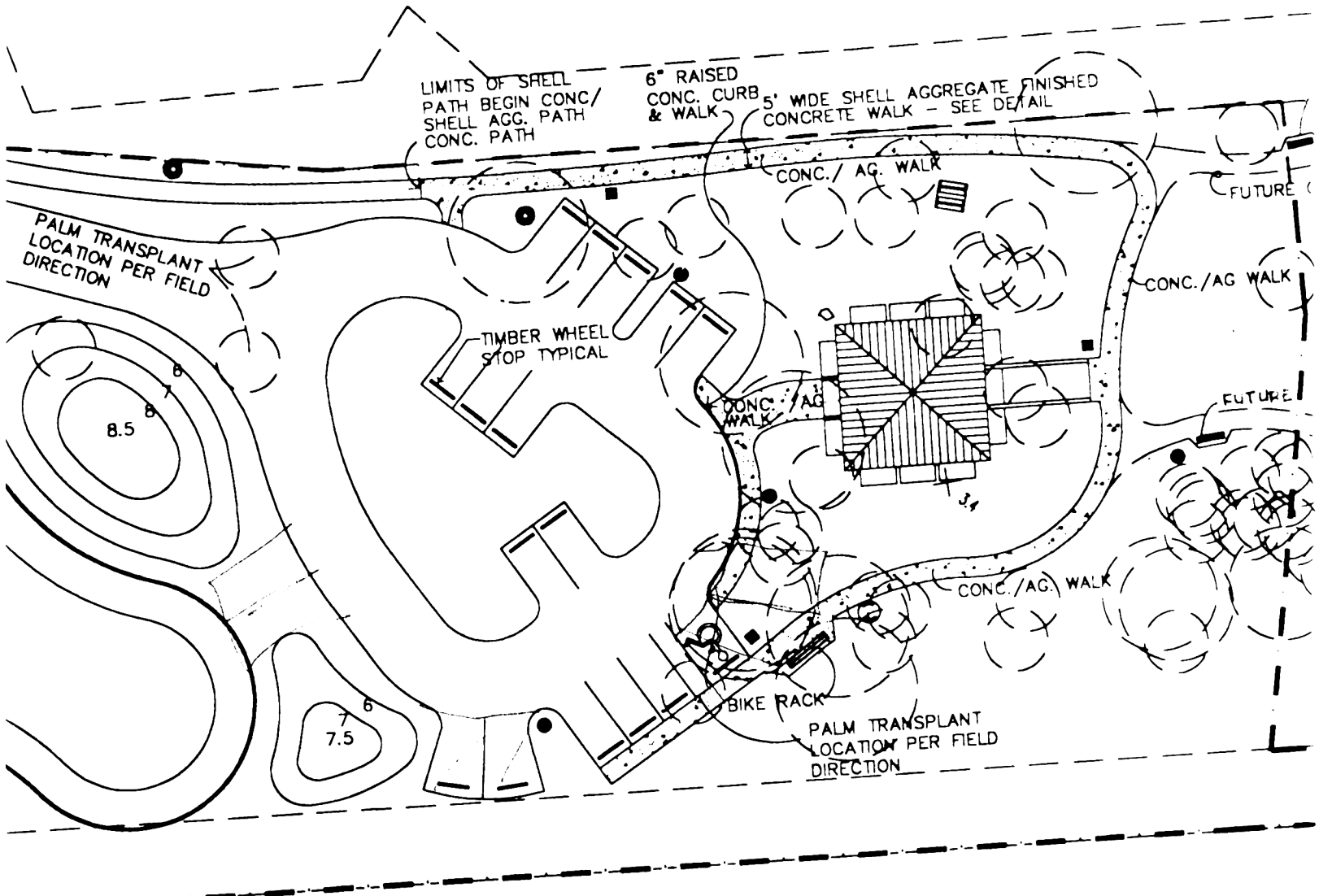
2 PICNIC TABLES

1 TRASH CAN HOLDER W/30 GALLON CAN AND LID

IRRIGATION ZONES K, N, O, AND PORTION OF D[illegible] THE PARKING AREA ILLUSTRATED ON SHEET L5. IRRIGATION WORK INCLUDING SLEEVES PUMP STA[illegible] OR SPECIFIED SHALL BE COMPLETED IN THIS PH[illegible] SHALL PROVIDE ALL PULSE WIRES AND MAINLI[illegible] VALVES.

ALL OTHER WORK WHICH IS SHOWN ON THESE PL[illegible] THE SPECIFICATIONS SHALL BE COMPLETED AS

LINE



CONSTRUCTION APPROX. LIMITS

)SCAPE BUFFER

THE FOLLOWING ITEMS ILLUSTRATED AS [illegible]
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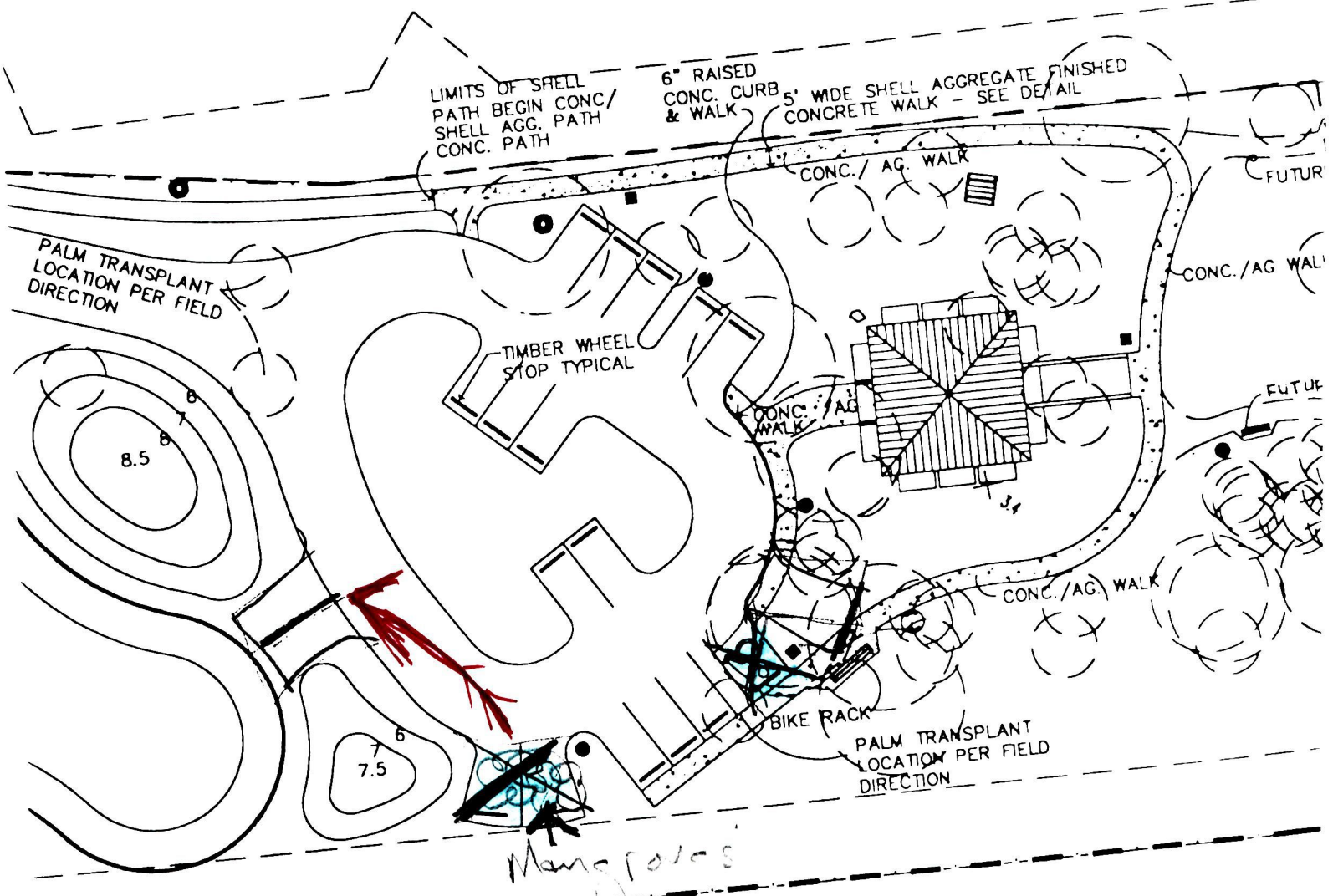
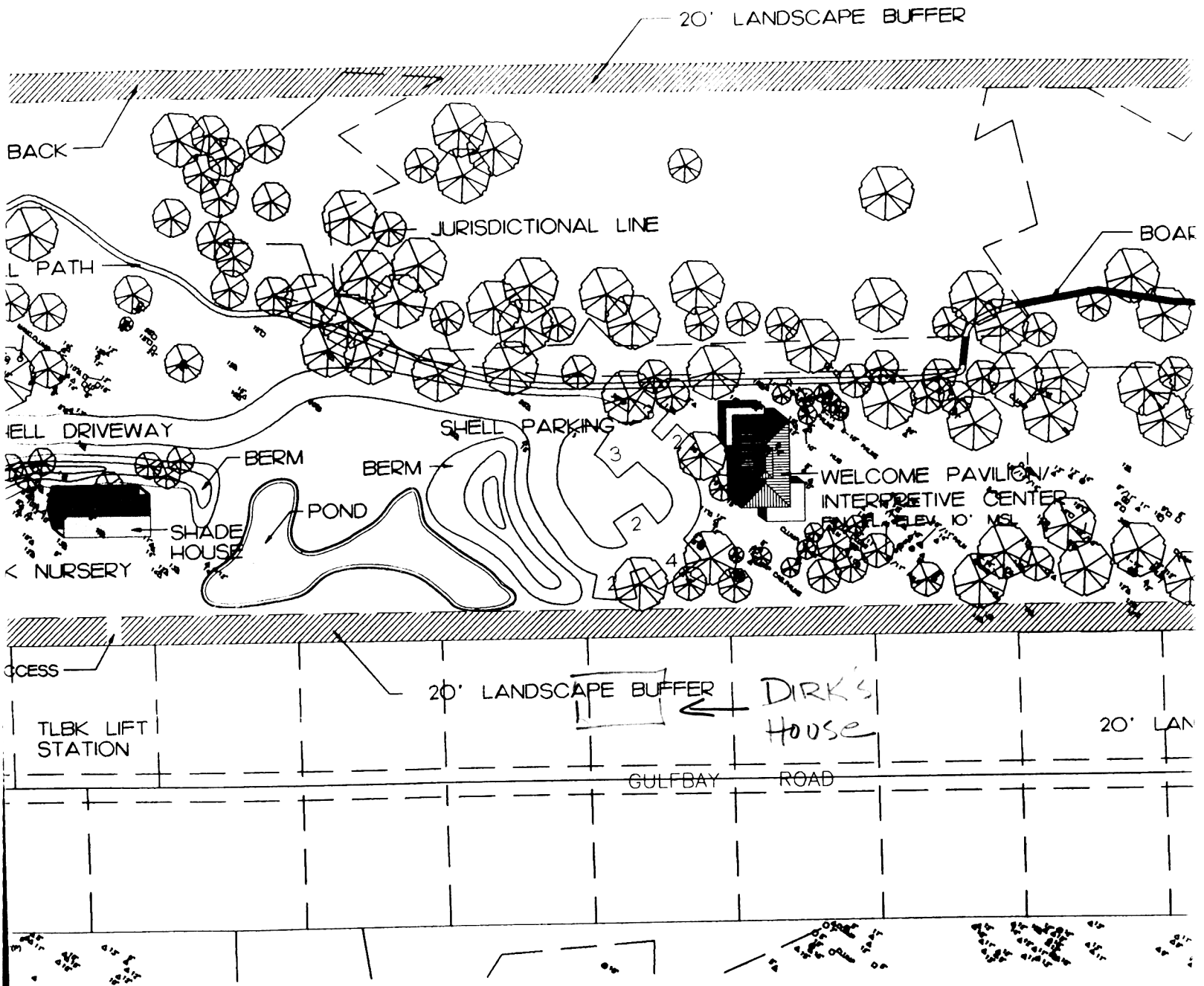
LINE




20' LANDSCAPE BUFFER
BACK
JURISDICTIONAL LINE
L PATH
SHELL DRIVEWAY
SHELL PARKING
BERM
BERM
POND
SHADE HOUSE
< NURSERY
WELCOME PAVILION/
INTERPRETIVE CENTER
ELEV. 10' MSL
CCESS
20' LANDSCAPE BUFFER
DIRK'S HOUSE
TLBK LIFT STATION
GULFBAY ROAD

TOWN OF LONG

Boardwalk maintenance (includes annualized replacement cost)	2,500
Materials (asphalt, shell, mulch, signs)	3,500
Annualized cost for equipment	2,200
Management (10%)	2,200
Total:	$24,600

4. Durante Park (INITIAL EST THRU PH 2)

Staff Labor (weed, trim, litter control)	~~$30,000~~ 15,000	
Mowing (contract)	~~14,000~~ 7200	
Boardwalk/Building maintenance (includes annualized replacement cost)	~~5,000~~ 2,000	Should be reduced
Materials (shell, mulch, pesticide, fertilizer, plant replacement, signs)	~~23,000~~ 13,500	
Annualized cost for equipment	~~5,000~~ 4,000	
Miscellaneous (irrigation and electric)	1,500	
Management (10%)	~~4,400~~ 4,300 ~~7,800~~ 43,000	
Total:	~~$86,300~~ ~~48,600~~ 46,300	

STEVE TAKE OUT BOT Garden

5. GMD Right-of-Way

Mowing (contract)	8,000
Litter control	10,000
Staff Labor and annualized machine cost (trim, weed, sweep sidewalk, concrete work, etc)	14,500

Rich Chalker

Durante Park

N of Eugh. Haye 0540
line on
~~[illegible]~~ wood pole going to Durante
overhead - Dead & gone

TO Len

TIME 400 DATE 1/13

WHILE YOU WERE OUT

- [ ] URGENT!
- [ ] Returned your call
- [x] Please call
- [ ] Will call again
- [ ] Telephoned
- [ ] Called to see you
- [ ] Wants to see you
- [ ] You'll know

M Rich Chalker

OF

PHONE ( ) 379-7404

MESSAGE

1/18 told Rich to remove it. Glen

OPERATOR:

23-024—400 SETS 23-027—200 SETS

DAN - S.P. CHANGE?

To: Len

MADDOX
&
ASSOCIATES

ARCHITECTS

RECEIVED
JAN 24 1995
PUBLIC WORKS DEPT.

LEX
JAN 12 1995
PLANNING
DEPT.

January 9, 1995

Mr. Daniel Gaffney
Planning, Zoning & Building Director
Town of Longboat Key
610 General Harris Street
Longboat Key, FL 34228

RE: Joan M. Durante Community Park

Dear Dan:

As requested by the Town Manager, we have discussed the need for the pond fountain with David W. Johnston Associates, Inc. Landscape Architects. His comments were as follows:

> The pond fountain serves two purposes, 1) oxygenation of pond water which helps minimize algae growth in fresh water and 2) aesthetic value to the park.
>
> Based on the performance of other ponds on Longboat Key, Dave thinks there is a high probability that the water in the pond will be predominantly fresh. This makes it susceptible to algae growth, especially in the summer months.
>
> Until the pond is complete and the drainage patterns are established, there is no way to know the saline content of the water. If there is significant saline content, the pond will not likely experience algae growth.
>
> Dave recommends that the pond fountain be installed as indicated in Alternate L-1 to reduce the risk of algae growth.

PER DAN - HE WILL HANDLE THRU Griffy Deborah

Change order TO T.C.

PF3.19

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

Len/Griff -

if $ is available, this appears to be desireable. May be subject to T.C. approval as owner.

JO.

1/25 ✓

Steve get familiar with Park Budgets, Contracts, etc + see Len

As you know, the cost to add the pond fountain is $8,256.60. If this is to be added, it should be done as soon as possible to be incorporated in the project construction sequence.

If you have any questions, please call.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

xc: Mr. Griff Roberts

Steve get formulas w/ parks

Budgets contracts etc + see Len

TOWN OF
LONGBOAT KEY

Incorporated November 14, 1955

Public Works
600 GENERAL HARRIS
LONGBOAT KEY, FL. 34228

Fax: (813) 387-7016
Phone: (813) 383-3721

FAX MESSAGE COVER

DATE: 1/25

TO: DAN GAFFNEY

FAX # 383-9252

NUMBER OF PAGES INCLUDING COVER: 3

SENT BY: LEN SMALLEY

MESSAGE/COMMENT: Re The Attached Does the Fountain Require An Exemption or Amendment To the S.I.P. Plan?

PLEASE CALL IF YOU DO NOT RECEIVE ALL FAXED PAGES (813) 383-3721

Carl
OK

MEMORANDUM

cc: to Ray

DATE: 01-31-95

TO: Dan Gaffney, PZB Director
Len Smally, Public Works Director

FROM: Carl Hubbard, Administrative Services Director

SUBJECT: Lights for the Commission Lobby

In conjunction with the installation of a task light to illuminate the portrait of Joan Durant, we will be installing recessed lighting for illumination of the Commission Lobby. These lights will replace the orange globe track lighting which has a missing globe that cannot be replaced.

The installation of the task light must be completed prior to the dedication of Durant Park. This will involve repair of the ceiling when the track lighting is removed by Public Works and the installation of the lights by Bill Dobra.

The lights will be delivered by the end of the week. I will be happy to coordinate the installation effort assuming that you have no problem with my interfacing directly with Roy Wamsley and Bill Dobra.

Please advise as to access to your staff in dealing with this matter.

Carl Hubbard

CC: Curt Engert

FEB - 1 1995
PUBLIC WORKS DEPT.

M E M O R A N D U M

DATE: 01-31-95

TO: Griff H. Roberts, Town Manager

FROM: Curtis M. Engert, Special Services Representative CME

SUBJECT: Installation of Joan M. Durante Portrait in Town Hall Lobby

---

Pursuant to your request, this will confirm arrangements for installation of the portrait of Joan M. Durante, in the Town Hall lobby to the right of the Commission Chambers' entrance, replacing the "Town Logo" picture. (The "Town Logo" picture will be relocated above the entrance doors to the Chamber.) The wall will be freshly painted, and a low-voltage adjustable recessed ceiling fixture will be installed to highlight the portrait.

The portrait will be enclosed in a plexiglass box which will ensure the oil painting's protection from physical and chemical damage. I have met with, and discussed the arrangements with Mr. James Durante, and he has expressly given his approval to the arrangements. The installation will be completed on or before March 3, 1995.

CME/abl

xc: C. Hubbard, Administrative Services Director
L. Smally, Public Works Director
D. Gaffney, Planning, Zoning & Building Director

FEB - 2 19[illegible]

M E M O R A N D U M

DATE: 02-02-95

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: LEN SMALLY, DIRECTOR OF PUBLIC WORKS

SUBJECT: COST ESTIMATES FOR MAINTENANCE OF VARIOUS FACILITIES IN MANATEE COUNTY

	Annual Estimate
1. Durante Park (Initial estimate through Phase 2)	
Staff Labor (weed, trim, litter control)	$15,000
Mowing (contract)	7,200
Boardwalk/Building maintenance (includes annualized replacement cost)	2,000
Materials (shell, mulch, pesticide, fertilizer, plant replacement, signs)	13,500
Annualized cost for equipment	4,000
Miscellaneous (irrigation and electric)	1,500
Management (10%)	4,300
Total:	$47,500
2. GMD Right-of-Way (Manatee portion*)	
Mowing (contract)	$ 4,000
Litter Control	5,000
Staff Labor and annualized machine cost (trim, weed, sweep sidewalk, concrete work, etc)	7,250

Len - F.Y.I. and project file & follow-up.

DATE: January 23, 1995 2/1 STEVE Comments?

TO: Bill Maddox
Maddox and Associates
1266 First Street, Suite 9
Sarasota, FL 34236

FEB - 1 1995
JAN 26 1995
PUBLIC WORKS DEPT.

FROM: John Morrill JBM

RE: Durante Park, Boardwalk Cross Over of Mosquito Ditch, East of Welcome Center

On Thursday, 19 January 1995, Steve Shields and I field adjusted the location of the east/west mosquito ditch boardwalk cross over to the eastern most upland area north of this ditch. We have marked the site with pink flagging tape. Now that the Brazilian peppers are removed from the south side of the ditch, our marked site has only one black mangrove and one white mangrove within a 10-foot wide access way across the ditch. Both trees may be pruned to a height of 2-3 feet and will subsequently regenerate.

This is the best if not the only access to the upland area north of the ditch that is supposed to be cleared of Brazilian peppers and Australian pines. However, the Public Works crew needs at least a temporary cross over across the ditch for their machines. The Town will also need a 8-foot wide cross over here in order to maintain the upland parcel surrounded on three sides by jurisdictional wetlands and on its northern side by a 20-foot wide vegetational buffer and a non-public road.

According to the "executive board room" planning of last summer, the clearing of this upland parcel was included in Phase 2 of the project. Having reviewed the several situations in the field and elsewhere, I recommend that the clearing of this parcel be changed to the projected post-March 1995 Phase 3 of this project and that the design and permitting of a temporary and/or permanent cross over be a prerequisite for the removal of the exotics on this parcel. The parcel is out of view, etc., from the developed, landscaped areas from the Welcome Center area westward.

Between next week and the March ceremonies and the deadline for completion of Phase 2, the Town's Public Works crew needs to clean up, weed, prune, transplant, etc., the areas that lie within the limits of the Phase 2 part of the project.

I trust that you will coordinate the approval or disapproval of the above recommendation and inform both Steve Shields and me of a firm decision within the next ten days.

JBM:nyh\MORRILL\JBMMEM.253
cc: Griff Roberts, Manager, TLBK
Dan Gaffney, Planning Dept., TLBK
Len Smalley, Public Works Dept., TLBK
Steve Shields, Parks Dept., TLBK

DATE: January 23, 1995

Steve
See Me

TO: Bill Maddox
Maddox and Associates
1266 First Street, Suite 9
Sarasota, FL 34236

FROM: John Morrill JBM

RE: Durante Park, Boardwalk Cross Over of Mosquito Ditch, East of Welcome Center

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JBM:nyh\MORRILL\JBMMEM.253
cc: Griff Roberts, Manager, TLBK
Dan Gaffney, Planning Dept., TLBK
Len Smalley, Public Works Dept., TLBK
Steve Shields, Parks Dept., TLBK

JAN 26 19[illegible]
PUBLIC WORKS DEPT.

MADDOX
&
ASSOCIATES

ARCHITECTS

January 11, 1995

Mr. John Huffer
Woodruff and Sons, Inc.
P.O. Box 10127
Bradenton, FL 33507

RE: Joan M. Durante Community Park

Dear John:

It has been observed that work crews are showing up on the site before 8:00 am. As you know the Town's ordinance does not allow for work to begin prior to 8:00 am or after 5:00 pm.

Please ask your subcontractors to comply with this Town requirement.

If you have any questions, please call.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

xc: Dan Gaffney
Randy Fowler

RECEIVED
JAN 24 1995
PUBLIC WORKS DEPT.

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONNECTION APPLICATION AND PERMIT

FORM 850-040-10-a
REPLACES 592-01
PLANNING
05/90

Permit Category _____ Application No. _____

I, Town of Longboat Key (Name) 610 General Harris (Address)

Longboat Key, FL 34228 (City) (State) (813) 383-3721 (Telephone No.)

hereinafter termed the applicant requests permission for the construction of a connection(s) on Department of Transportation right-of-way at the location:

State Road No. 789 Road Section No. 13080 County Manatee

Mile Post No. 1.981 Const. Job No. _____ Sta. No. _____

Description: Driveway connection east side of Gulf of Mexico Drive

as shown on the attached plan and other documents and in accordance with general provisions on reverse side and any special provisions to be applied by the Department.

The applicant agrees that the connection(s) will be constructed in accordance with adopted Department of Transportation location, spacing, quantity and design standards and all permit provisions.

The applicant, for himself, his heirs, his assigns and successors in interest, binds and obligates himself to save and hold the State of Florida, The Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect or omission by the applicant, his heirs, assigns and successors in interest that may occur by reason of this, facility design, construction, maintenance or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.

The applicant binds and obligates himself to conform to the development proposal as submitted to the Department and to abide by the connection provisions stated herein. If legal action is required because of noncompliance with the provisions specified, the applicant agrees that they will be responsible for all costs of legal action, i.e., court costs, attorney fees, etc.

Has conceptual review been made? Yes ____ (attach Notice of Conceptual Review Findings) No ____

This permit application is hereby made and its general provisions agreed to this day of _____.

I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities.

WITNESSED BY Donna Spencer (Signature)

501 Bay Isles Road (Mailing Address)

Longboat Key, FL 34228 (City) (State) (Zip)

Signed _____ (Applicant or authorized representative)

TITLE Town Manager

501 Bay Isles Road (Mailing Address)

Longboat Key, FL 34228 (City) (State) (Zip)

If this application is signed by a representative of the applicant, then a letter of authorization from the applicant must be attached.

JAN 24 1995

The above application has been reviewed and is hereby approved subject to the General Provisions and any Special Provisions as attached.

Permit No. _____

Construction shall begin by _____

and be completed no later than _____.

Special provisions attached _____.

Department of Transportation

BY: _____

TITLE: _____

Date of Approval _____

GENERAL PROVISIONS

1. Notify Department of Transportation Maintenance Office 24 hours in advance of starting proposed work.
   Phone _____

2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction. Failure to display the approved permit shall result in a stop work order issued by the Department.

3. Prior to excavating, contact the Clerk of Circuit Court for the name, address and telephone number of the gas line owner who will provide detailed information upon request on possible gas line conflict.

4. Utilities may be located within the construction area. Prior to commencing work, permittee shall locate all utilities within the permitted area and obtain detailed information from utility owners as to possible conflicts between utilities and permittee's work. Permittee shall be responsible for coordinating all adjustments and resolving any conflicts of utilities. Permittee shall be solely responsible for any damage to utilities and/or damages to third parties caused by interference with or damage to existing utilities.

5. All construction on Department right-of-way in accordance with the permit will require adherence to the Federal Manual on Traffic Control Devices, the Department's Roadway and Traffic Design Standards and the Standard Specifications for Road and Bridge Construction for Street and Highway Construction, Maintenance and Utility Operations.

6. The permittee shall construct any and all traffic control devices required or called for by application of the U.S. Department of Transportation's Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways.

7. All portions of right-of-way disturbed in the construction of this facility will be mulched and/or seeded or sodded in accordance with Department specifications.

8. The permittee shall not commence use of the connection prior to a final inspection and approval of the connection by the Department or by a final inspection and certification by a registered professional engineer of the permittee.

9. The permittee agrees and obligates himself to perform at his own expense the relocation, closure, alteration of the permitted connection should the Department determine that the traffic patterns, points of connection, roadway geometrics or traffic control devices are causing an undue disruption of traffic or creating safety hazards at the existing connection.

10. This permit becomes null and void if a significant change occurs in the use of the property, intensity of the development or the traffic generation of the development. The property owner is responsible for making any modifications to the existing connection needed to accommodate such property or traffic changes.

11. The permittee agrees to commence substantial construction in good faith within _____ days after this permit is approved and complete all construction within _____ days. If substantial construction has not begun nor is complete within the required time limit, this permit shall expire and all construction on the connection must cease until a new permit is issued.

12. Drainage approval needed: _____ yes _____ no.

SPECIAL PROVISIONS

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

To: Rich + Len

Owner [X]
Architect [ ]
Contractor [ ]
Field [ ]
Other [ ]

JAN 10 1995

PROJECT: (name, address) Joan M. Durante Community Park, Longboat Key, FL

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO.: 4

OWNER: Town of Longboat Key

DATE OF ISSUANCE: 01/11/95

TO: (contractor) Woodruff and Sons, Inc.
P.O. Box 10127
Bradenton, FL 33507

ARCHITECT: Maddox & Associates Architects, P.A.
1266 First Street Suite 9
Sarasota, FL 34236

CONTRACT FOR: General

ARCHITECT'S PROJECT 93012.02

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

Description:

1. The contractor may substitute laminated 6"x12" S4S cedar in lieu of 12"x12" S4S cedar for the columns on the Welcome Center Pavilion.

JAN 24 1995

Attachments:

None

ISSUED BY:

William E. Maddox

(Architect)

MADDOX
&
ASSOCIATES

ARCHITECTS

January 11, 1995

Mr. John Huffer
Woodruff and Sons, Inc.
P.O. Box 10127
Bradenton, FL 33507

RE: Joan M. Durante Community Park

Dear John:

It has been observed that work crews are showing up on the site before 8:00 am. As you know the Town's ordinance does not allow for work to begin prior to 8:00 am or after 5:00 pm.

Please ask your subcontractors to comply with this Town requirement.

If you have any questions, please call.

Sincerely,

William E. Maddox

William E. Maddox, AIA
Principal Architect

WEM:bm

xc: Dan Gaffney
Randy Fowler

1266 FIRST STREET • SUITE 9 • SARASOTA, FL 34236
813/955-7358 • FAX 813/955-7360

TOWN OF
LONGBOAT KEY
Incorporated November 14, 1955

501 Bay Isles Road
Longboat Key, Florida 34228
(813) 383-3721
FAX 383-7231

Lin
Durante File

January 17, 1995

LDK
JAN 18 1995
PLANNING
DEPT.

Ms. Phyllis Barth
735 Saint Judes Drive
Longboat Key, FL 34228

Dear Ms. Barth:

This acknowledges receipt of your letter dated January 7, 1995 concerning the removal of exotic tree species from Joan M. Durante Community Park public property. The Town Commission approved a site plan which requires a natural buffer between community park improvements and abutting residential properties. No public funds are being used to remove any trees from private property.

You may review the site plan on file at the Planning, Zoning & Building Department office located at 610 General Harris Street. Please call Planning, Zoning & Building Director Dan Gaffney at 383-3721 if you have any questions.

Sincerely,

Griff H. Roberts
Town Manager

GHR/CME/abl

xc: Dan Gaffney, Planning, Zoning & Building Director

JAN 24 1995

January 7, 1995
Longboat Key

FROM: Phyllis Barth
735 Saint Judes Drive
Longboat Key 34228

TO: Mr. Roberts

Dear Mr. Roberts:

I am writting to you in reference to the Joan Durante Park. I have noticed that the town has cleared off all non-native tree's from the park, except for the Brazilian Pepper tree's that surround my property located at 701 Gulf Bay Road. I realize that this must be some type of buffer for my benefit. I would fully appreciate if the Town of Longboat Key would remove them. They are very unsightly and are growing on my property.

Thank you,

Phyllis Barth

Phyllis Barth



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONNECTION APPLICATION AND PERMIT

FORM 850-040-10-a
REPLACES 592-01
PLANNING
05/90
PAGE 1 OF 2

Permit Category _____ Application No. _____

I, Town of Longboat Key (Name) 610 General Harris (Address)

Longboat Key, FL 34228 (City) (State) (813) 383-3721 (Telephone No.)

hereinafter termed the applicant requests permission for the construction of a connection(s) on Department of Transportation right-of-way at the location:

State Road No. 789 Road Section No. 13080 County Manatee

Mile Post No. 1.981 Const. Job No. _____ Sta. No. _____

Description: Driveway connection east side of Gulf of Mexico Drive

as shown on the attached plan and other documents and in accordance with general provisions on reverse side and any special provisions to be applied by the Department.

The applicant agrees that the connection(s) will be constructed in accordance with adopted Department of Transportation location, spacing, quantity and design standards and all permit provisions.

The applicant, for himself, his heirs, his assigns and successors in interest, binds and obligates himself to save and hold the State of Florida, The Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect or omission by the applicant, his heirs, assigns and successors in interest that may occur by reason of this, facility design, construction, maintenance or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.

The applicant binds and obligates himself to conform to the development proposal as submitted to the Department and to abide by the connection provisions stated herein. If legal action is required because of noncompliance with the provisions specified, the applicant agrees that they will be responsible for all costs of legal action, i.e., court costs, attorney fees, etc.

Has conceptual review been made? Yes ____ (attach Notice of Conceptual Review Findings) No ____

This permit application is hereby made and its general provisions agreed to this day of _____.

I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities.

WITNESSED BY Donna Spencer (Signature)

501 Bay Isles Road (Mailing Address)

Longboat Key, FL 34228 (City) (State) (Zip)

Signed _____ (Applicant or authorized representative)

TITLE Town Manager

501 Bay Isles Road (Mailing Address)

Longboat Key, FL 34228 (City) (State) (Zip)

If this application is signed by a representative of the applicant, then a letter of authorization from the applicant must be attached.

The above application has been reviewed and is hereby approved subject to the General Provisions and any Special Provisions as attached.

Permit No. _____

Construction shall begin by _____

and be completed no later than _____.

Special provisions attached _____.

Department of Transportation

BY: _____

TITLE: _____

Date of Approval _____

GENERAL PROVISIONS

1. Notify Department of Transportation Maintenance Office 24 hours in advance of starting proposed work. Phone _____

2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction. Failure to display the approved permit shall result in a stop work order issued by the Department.

3. Prior to excavating, contact the Clerk of Circuit Court for the name, address and telephone number of the gas line owner who will provide detailed information upon request on possible gas line conflict.

4. Utilities may be located within the construction area. Prior to commencing work, permittee shall locate all utilities within the permitted area and obtain detailed information from utility owners as to possible conflicts between utilities and permittee's work. Permittee shall be responsible for coordinating all adjustments and resolving any conflicts of utilities. Permittee shall be solely responsible for any damage to utilities and/or damages to third parties caused by interference with or damage to existing utilities.

5. All construction on Department right-of-way in accordance with the permit will require adherence to the Federal Manual on Traffic Control Devices, the Department's Roadway and Traffic Design Standards and the Standard Specifications for Road and Bridge Construction for Street and Highway Construction, Maintenance and Utility Operations.

6. The permittee shall construct any and all traffic control devices required or called for by application of the U.S. Department of Transportation's Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways.

7. All portions of right-of-way disturbed in the construction of this facility will be mulched and/or seeded or sodded in accordance with Department specifications.

8. The permittee shall not commence use of the connection prior to a final inspection and approval of the connection by the Department or by a final inspection and certification by a registered professional engineer of the permittee.

9. The permittee agrees and obligates himself to perform at his own expense the relocation, closure, alteration of the permitted connection should the Department determine that the traffic patterns, points of connection, roadway geometrics or traffic control devices are causing an undue disruption of traffic or creating safety hazards at the existing connection.

10. This permit becomes null and void if a significant change occurs in the use of the property, intensity of the development or the traffic generation of the development. The property owner is responsible for making any modifications to the existing connection needed to accommodate such property or traffic changes.

11. The permittee agrees to commence substantial construction in good faith within _____ days after this permit is approved and complete all construction within _____ days. If substantial construction has not begun nor is complete within the required time limit, this permit shall expire and all construction on the connection must cease until a new permit is issued.

12. Drainage approval needed: _____ yes _____ no.

SPECIAL PROVISIONS

PRODUCT 240-2 NEBS Inc., Groton Mass. 01471. To Order PHONE TOLL FREE 1 + 800-225-6380

Fold at (>) to fit 771 DU-O-VUE® Envelope

MADDOX & ASSOCIATES ARCHITECTS, P.A.
SARASOTA, FLORIDA

(813) 955-7358
FAX (813) 955-7360

LETTER OF TRANSMITTAL

DATE 1-11-95 | JOB NO. 95012

ATTENTION

RE: JOAN M. DURANTE COMMUNITY PARK

TO LEN SMALLEY

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	1-11-95		SPECIFICATION BOOKS
1	1-11-95		BLUE PRINTS

RECEIVED
JAN 11 1995
PUBLIC WORKS DEPT.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval

☑ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution

☑ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☐ For review and comment ☐ _____

☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

40% Pre-Consumer Content • 10% Post-Consumer Content

Carmen Gustin SIGNED: [signature]

If enclosures are not as noted, kindly notify us at once.

PRODUCT 240-2 NEBS Inc., Groton, Mass. 01471

Len -
Maddox never
rec'd my call -
Runner brought
2 sets at 4:30
1 for you 1 for
Morrill -

(1 for Dan
1 for Simcoe
taken over
to 610 by
Runner)

PRODUCT 240-2 NEBS Inc., Groton Mass. 01471. To Order PHONE TOLL FREE 1 + 800-225-6380

Fold at (>) to fit 771 DU-O-VUE® Envelope

MADDOX & ASSOCIATES ARCHITECTS, P.A.
SARASOTA, FLORIDA

(813) 955-7358
FAX (813) 955-7360

LETTER OF TRANSMITTAL

TO DR. JOHN MORRILL

DATE 1-11-95	JOB NO. 93012
ATTENTION	
RE: JOAN M. DURANTE COMMUNITY PARK	

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via _____ the following items:

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☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: Rue Maddox

40% Pre-Consumer Content • 10% Post-Consumer Content

PRODUCT 240-2 NEBS Inc., Groton, Mass. 01471.

If enclosures are not as noted, kindly notify us at once.

PRODUCT 240-2 NEBS Inc. Groton Mass. 01471 To Order PHONE TOLL FREE 1 + 800-225-6380 F32869 68904 9/92

MADDOX & ASSOCIATES ARCHITECTS, P.A.
SARASOTA, FLORIDA

(813) 955-7358
FAX (813) 955-7360

LETTER OF TRANSMITTAL

TO DR. JOHN MORRILL

DATE 1-11-95	JOB NO. 93012
ATTENTION	
RE: JOAN M. DURANTE COMMUNITY PARK	

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☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

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☒ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: Rue Adamonte

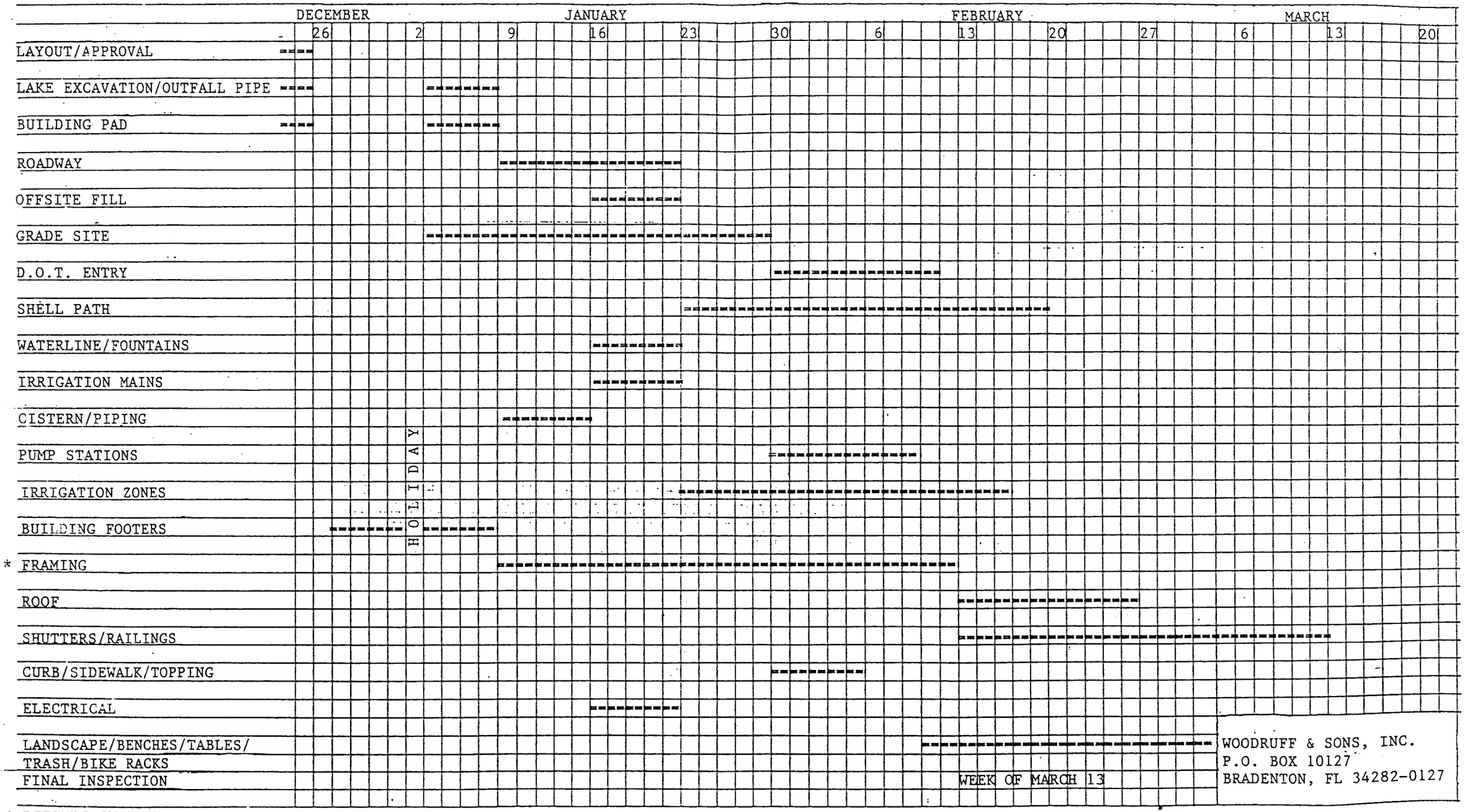
40% Pre-Consumer Content • 10% Post-Consumer Content

If enclosures are not as noted, kindly notify us at once.

PRODUCT 240-2 NEBS Inc., Groton, Mass. 01471

2-21-94

CONSTRUCTION SCHEDULE FOR JOAN DURANTE COMMUNITY PARK
TOWN OF LONGBOAT KEY



WOODRUFF & SONS, INC.
P.O. BOX 10127
BRADENTON, FL 34282-0127

* DEPENDS ON WOOD DELIVERY

DATE=MONDAYS W/FIVE WORK DAYS

Len -
notes from Durante Park mtg F.Y.I. and file
DD.

— full mtg —

Durante Park 1/3/95

4 sets of maps to be received from Maddox
1 - PW 1 - file copy
1 - Morrill 1 - extra (Woodruff)

Timeline
113 day contract } april 4, 1995 @ latest

Construction Mgmt <oversight by Len w/ Maddox>

Mid-March dedication

* ADVISE encroachers who are an immediate by a problem.

RECEIVED
JAN 10 1995
PUBLIC WORKS DEPT.

CC - SKIP FRANKLIN - RENE call

DATE: 6-8-95

WORK ORDER NUMBER № 003330S

APPROVED:

FOR:

DATE COMPLETED: 6-8-95

JOB: FLAGPOLE 40' AT DURANTE PARK

INSPECTED:

	NO. USED	INV. STOCK NO.	MATERIAL USED	UNIT COST	COST
1.	5		Tubes 35 yr Silicone	262	13 10
2.			Caulk		
3.					
4.	3		50# Bags Silica Sand	356	10 68
5.					
6.	1		gal Bitumous Paint	1362	13 62
7.					
8.	3		YARDS 3000# Concrete	5450	163 50
9.			Plus 50 00 short load		
10			service charge	50 00	50 00
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

WATER CONSUMPTION

SUB-TOTAL - - - - - - -	250.90
PLUS 15% O.H. - - - -	37.64
TOTAL - - - - - - - -	288.54

EQUIPMENT USED:	HRS.	COST
Backhoe	1	20 00
Tk #28	1	10 00
Tk #30	2	16 00
Crane (Jobsite) (John Miller)		
TOTAL - - - - - -		46.00

REMARKS:

USED Backhoe TO Dig A 4'x4'x 4½' hole. Tk #28 to haul away Dirt. USED old 2x6's TO FORM TOP (4'x4') POURED 3 yds TO FINISH GRADE WITH SLEEVE INSTALLED. PUT FLAG POLE TOGETHER, PAINTED BOTTOM PUT ON TOP & SET UP INTERNAL HALYARD. USE CRANE TO SET POLE IN SLEEVE, FILLED WITH SAND AND Plumbed up, CAULKED TOP.

MEN ASSIGNED TO JOB	HOURS WORKED	HR. RATE	COST
Donald Waldroup	8.0	9.96	79.68
Steve Fulwood	2.0	13.24	26.48
Mike Smith	1.0		10.37
FLAGPOLE MAN NED (Consultant)	5.0	/	

TOTAL EQUIPMENT COSTS	$ 46.00
TOTAL MATERIAL COSTS	$ 288.54
TOTAL LABOR COSTS	$ 145.66
SUB-TOTAL -	$ 480.20
PLUS 10% O.H.	$ 48.02
TOTAL COST -	$ 528.22

- - FOR OFFICE USE ONLY - -

INSTALLATION CHARGE/ OR DEPOSIT PAID -$

ACTUAL INSTALL COST-$

COST DIFFERENCE +/- $

SUB-TOTAL - -	116.53
PLUS 25% O.H.	29.13
TOTAL - - - -	145.66

TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA 34228
(813) 383-3721

PURCHASE ORDER 9378

DATE 06-16-95 PAGE 1 of 1

VENDOR 10873 TERMS

REQ. NO. 22-95-050 DUE

P.O. TYPE CONFIRMING

remit:
4405 17TH ST
SARASOTA, FL 34235

Edmond Ebert 371-6221

THE FLAGMAN
4405 17th St
Sarasota FL 34235

SHIP TO:
TOWN OF LONGBOAT KEY
PUBLIC WORKS DEPARTMENT
600 General Harris
Longboat Key, FL
34228

QUANTITY	UNIT	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Per invoice 71608, 6/9/95 re installation of flagpole and flag for Durante Park per attached documentation		2680.00

RECORD OF PARTIAL PAYMENTS

DATE	AMOUNT	BALANCE	DATE	AMOUNT	BALANCE
		6/19/95	Connie Justice		

APPROVED
9378 091013

TOTAL 2680.00

615.7500.972.6101 2,680.00

DEPARTMENT COPY

TOWN OF LONGBOAT KEY REQUISITION

✓ PO
____ REQUEST TO PAY ($500 or less; attach invoice)
____ QUOTATION ONLY
____ FORMAL BID (attach specs)
____ INCREASE PO

ACCOUNT #: 615 . 7500 . 572 . 6101 $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____
#: _____ . _____ . _____ . _____ $_____

DELIVER TO: _____

FINANCE USE:

Vend # _____
Inv # _____
Desc: _____
Net $ _____
Pay Date _____
Price Ckd _____
FINANCE APPROVAL: _____
DATE _____

QTY	DESCRIPTION	UNIT $	TOTAL $
	FLAGPOLE & INSTALLATION FOR DURANTE PARK		
	PER ATTACHED INVOICE 07/608		2680.00

DEPT. APPROVAL _____ DATE 6/13/95 TOTAL $ 2680.00

****

SPECIAL INSTRUCTIONS: _____ attached enclosure, send with check
_____ give check to _____

****

VENDOR QUOTES: Enter quotes below or indicate vendors to be contacted for quotes. If new vendor, give phone. Attach written quotes.

vendor: The FLAGMAN quote: _____
address: 4405 17 ST. SARASOTA 34235
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

vendor: _____ quote: _____
address: _____
phone: _____ fax: _____

071608

Customer's Order No._____ DATE 6/9 1995

SOLD TO Town of Longboat Key

ADDRESS_____

SALESMAN_____ TERMS_____

CASH	CHARGE	C.O.D.	PAID OUT	RETD. MDSE.	RECD. ON ACCT.

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	40' al Flagpole		
	Internal Halyard		
	and Clear Anodized		250 00
1	Crane Service		180 00
			2680 00

THE FLAGMAN
4405 17th St.
Sarasota, FL 34235
(813) 371-6221

All claims and returned goods MUST be accompanied by this bill.

SIGNATURE_____

1109

EDMOND G. EBERT
DBA THE FLAG MAN
PH. 813-371-6221
4405 - 17TH ST.
SARASOTA, FL 34232

6/8 19 95

PAY TO THE ORDER OF John Miller $ 180.00

One hundred + eighty + 00/100 DOLLARS

FIRST STATE BANK OF FLORIDA
Sarasota Office
1199 N. Beneva Rd.
Sarasota, FL 34232

FOR Inv# 018973 Longboat Park

Ed V G Ebert

⑈001109⑈ ⑆063112838⑆ 0410001290⑈

SIGNATURE

018973

JOHN MILLER CRANE SERVICE
2215 59th STREET
SARASOTA, FLA. 34243
PH. 355-7282

Customer's Order No. _____ DATE 6-8- 19 7

SOLD TO The Flag Man

ADDRESS L.B.K. Jr.

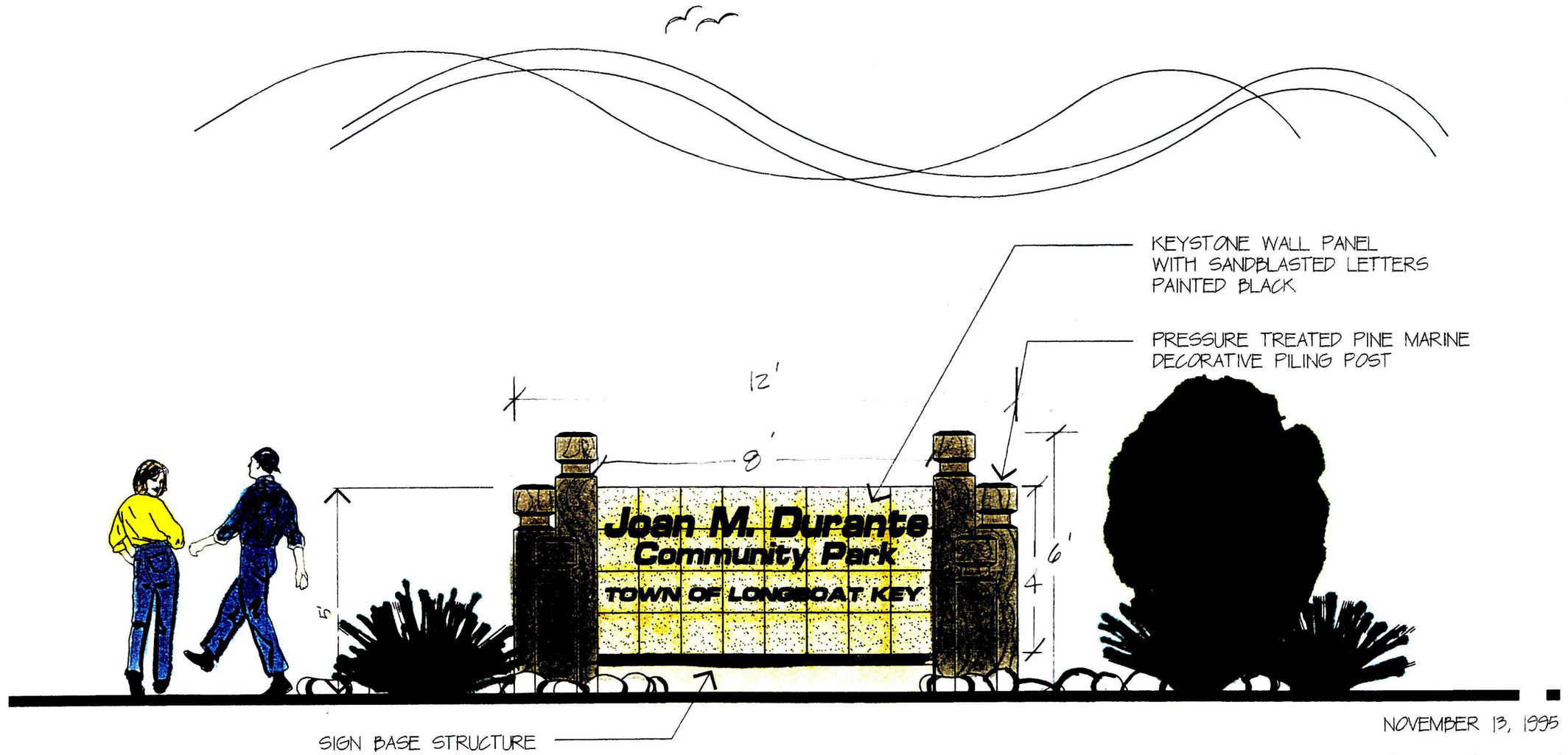
SALESMAN _____ TERMS _____

CASH	CHARGE	C. O. D.	PAID OUT	RETD. MDSE.	RECD. ON ACCT.

QUAN.	DESCRIPTION	PRICE	AMOUNT	
	Net Pole		180	00

ALL Claims and Returned Goods MUST Be Accompanied By This Bill

SIGNATURE _____



NOVEMBER 13, 1995

ELEVATION

0 2 4 6

CONCEPT # 1.

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORIDA

DAVID W. JOHNSTON ASSOCIATES, INC. LANDSCAPE ARCHITECTS. 1487 SECOND STREET, SUITE E SARASOTA, FLORIDA 34236 (813) 366-3159

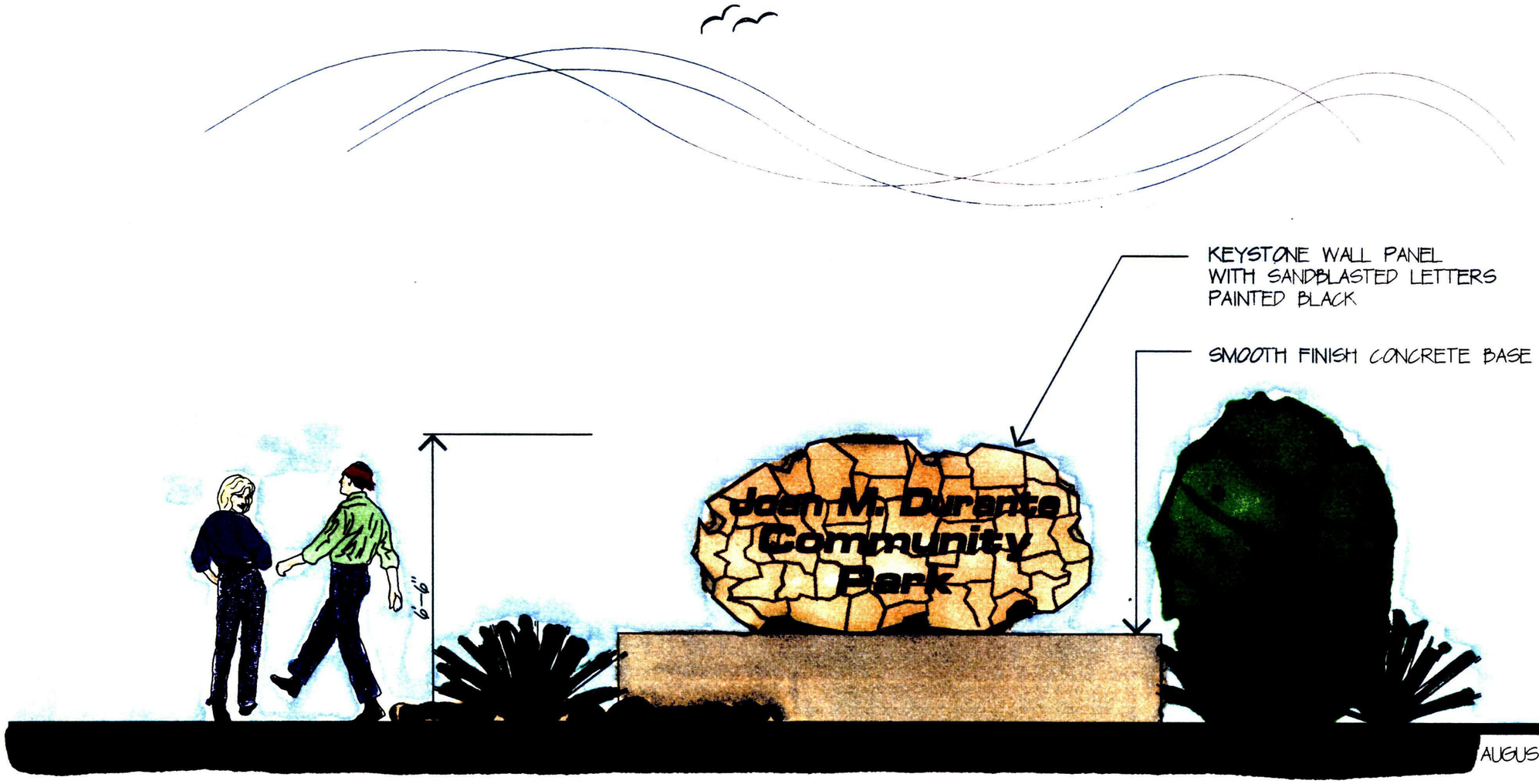


ELEVATION 3/8"=1'-0"

CONCEPT # 3.0

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORIDA

DAVID W. JOHNSTON ASSOCIATES, INC. LANDSCAPE ARCHITECTS 1487 SECOND STREET, SUITE E SARASOTA, FLORIDA 34236 (813) 366-3159



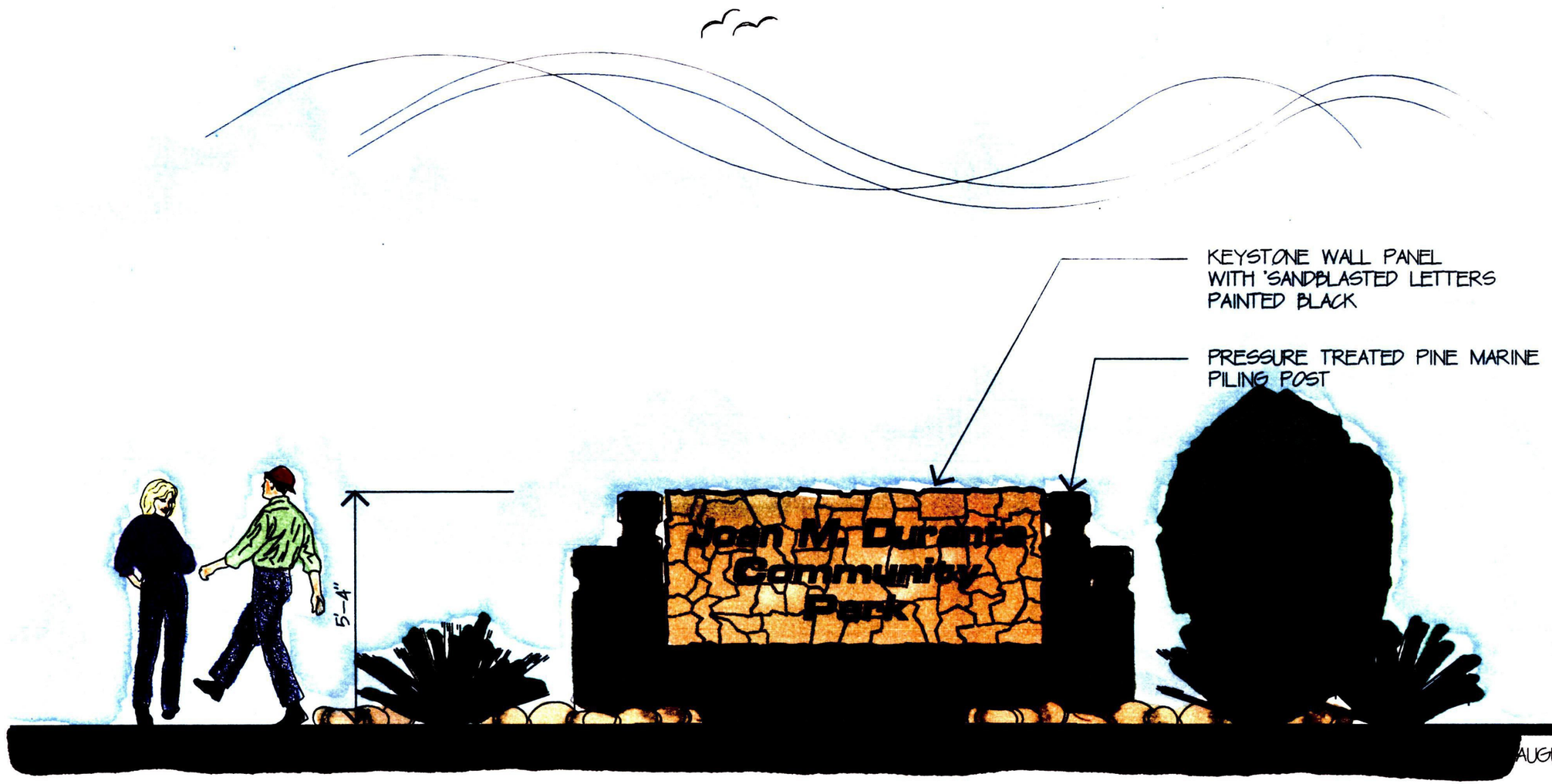
AUGUST 10, 1995

ELEVATION 3/8"=1'-0"

CONCEPT # 2.0

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORIDA

DAVID W. JOHNSTON ASSOCIATES, INC. LANDSCAPE ARCHITECTS 1487 SECOND STREET, SUITE E SARASOTA, FLORIDA 34236 (813) 366-3159



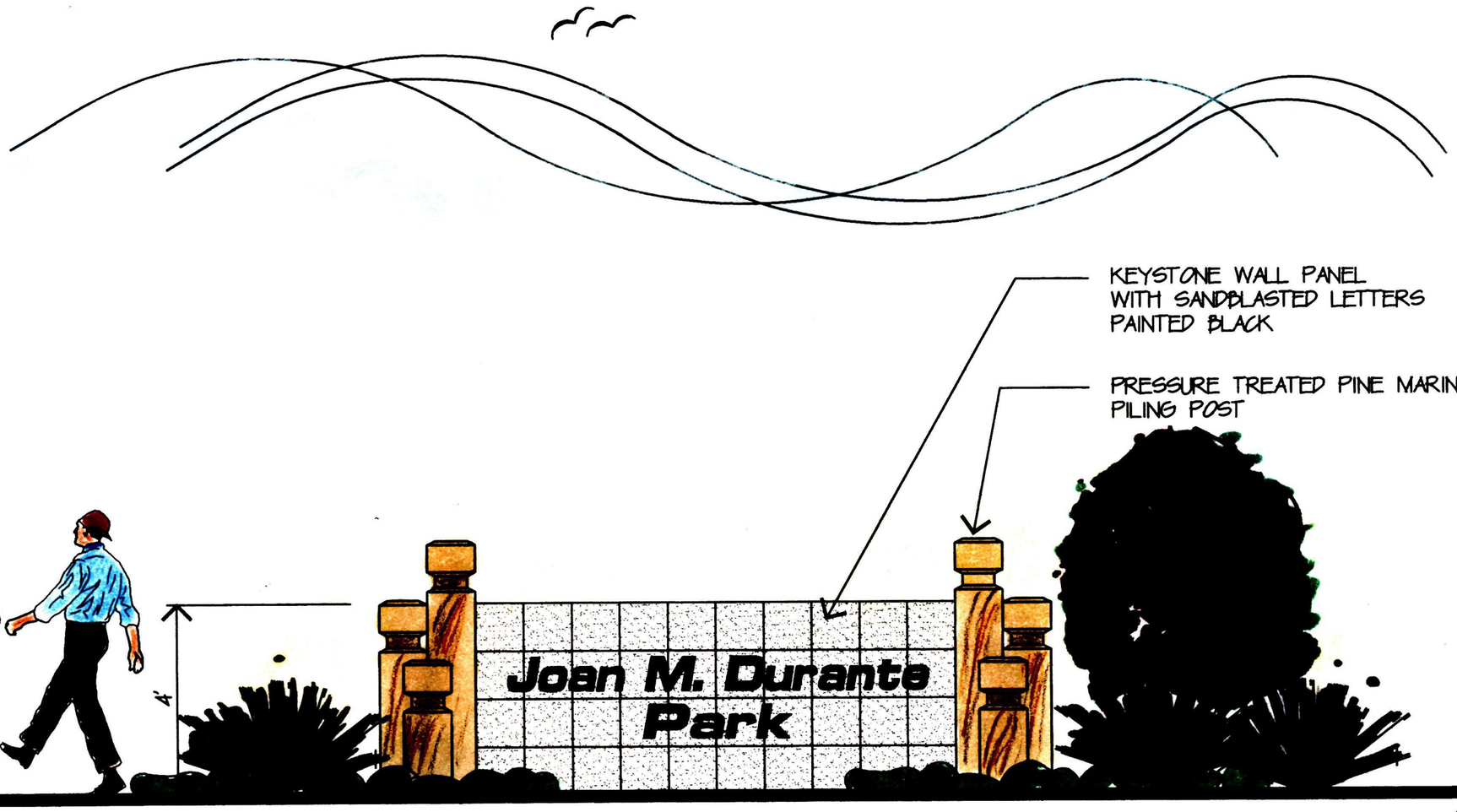
AUGUST 10, 1995

ELEVATION 3/8"=1'-0"

CONCEPT # 1.

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORIDA

DAVID W. JOHNSTON ASSOCIATES, INC. LANDSCAPE ARCHITECTS 1487 SECOND STREET, SUITE E SARASOTA, FLORIDA 34236 (813) 366-3159



JULY 6, 1995

ELEVATION 3/8"=1'-0"

CONCEPT # 1.

ENTRANCE SIGN * JOAN M. DURANTE PARK * LONGBOAT KEY, FLORIDA

DAVID W. JOHNSTON ASSOCIATES, INC. LANDSCAPE ARCHITECTS 1487 SECOND STREET, SUITE E SARASOTA, FLORIDA 34236 (813) 366-3159